SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1946

No. 544

NATIONAL LABOR RELATIONS BOARD, PETITIONER

vs.

KEYSTONE STEEL & WIRE COMPANY AND INDEPENDENT STEEL WORKERS ALLIANCE

ON WRIT OF CERTIORARI TO THE UNITED STATES CIRCUIT COURT OF APPEALS FOR THE SEVENTH CIRCUIT

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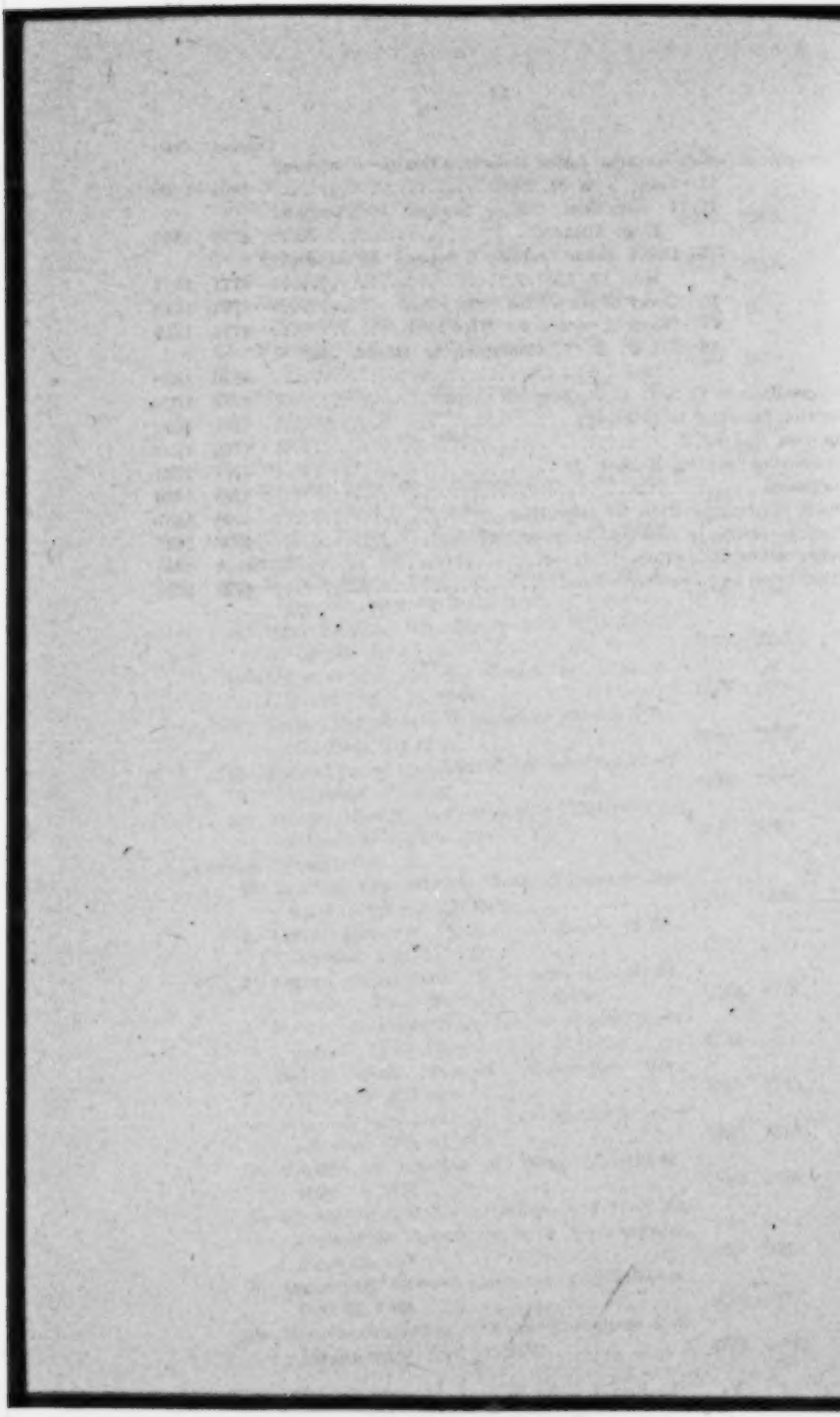

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1 BOARD EXHIBIT NO. 1-C

BEFORE THE NATIONAL LABOR RELATIONS BOARD
THIRTEENTH REGION

Case No. XIII-C-2069

IN THE MATTER OF KEYSTONE STEEL & WIRE COMPANY AND UNITED FARM EQUIPMENT & METAL WORKERS OF AMERICA, C.I.O.

Date Filed February 15, 1943

Charge

Pursuant to Section 10 (b) of the National Labor Relations Act, the undersigned hereby charges that Keystone Steel & Wire Co. at Peoria, Illinois employing 1500 workers in Metal products has engaged in and is engaging in unfair labor practices within the meaning of Section 8 subsections (1) and (2) of said Act, in that the Company, through its officers or agents has been and is dominating and interfering with the formation and administration of the Independent Steel Workers' Alliance.

The undersigned further charges that said unfair labor practices are unfair labor practices affecting commerce within the meaning of said Act.

Name and address of person or labor organization making the charge. (If made by a labor organization, give also the full name, local number and affiliation of organization, and name and official position of the person acting for the organization.)

BEN MEYERS,
Attorney and Representative for United Farm Equipment & Metal Workers of America, C.I.O.,
By: BEN MEYERS,
MEYERS & MEYERS,
Attys., 188 W. Randolph St.—Chicago, State 0585.

2 Subscribed and sworn to before me this 15th day of February, 1943, at Chicago, Illinois.

[SEAL] BERNICE LANDSMAN,
Notary Public.

BOARD EXHIBIT NO. 1-D

BEFORE THE NATIONAL LABOR RELATIONS BOARD
THIRTEENTH REGION

Case No. 13-C-2069

IN THE MATTER OF KEYSTONE STEEL & WIRE COMPANY AND UNITED FARM EQUIPMENT & METAL WORKERS OF AMERICA, C.I.O.

Date Filed July 13, 1943

First amended charge

Pursuant to Section 10 (b) of the National Labor Relations Act, the undersigned hereby charges that Keystone Steel & Wire Co. at Peoria, Illinois employing 1500 workers in Metal products has engaged in and is engaging in unfair labor practices within the meaning of Section 8 subsections (1) and (2) and (3) of said Act, in that the Company through its officers or agents has been and is dominating and interfering with the formation and administration of the Independent Steel Workers' Alliance.

The Company discharged Fred Raines, John Huber, Merele Davis, Virgil Woods, Edgar Partlow, Allen Pitchford and Thomas Hayes, employees of the Company and members of the United Farm Equipment and Metal Workers of America, affiliated with the C.I.O., because of Union activities in behalf of the Union.

The Company in discharging the above named employees and in the commission of other acts sought to discourage membership in the United Farm Equipment and Metal Workers of America, affiliated with the C.I.O., or in any other organization, and sought to interfere with, restrain and coerce employees in the exercise of the rights guaranteed in Section 7 of the National Labor Relations Act.

The undersigned further charges that said unfair labor practices are unfair labor practices affecting commerce within the meaning of said Act.

Name and address of person or labor organization making the charge. (If made by a labor organization, give also the full name, local number and affiliation of organi-

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zation, and name and official position of the person acting for the organization.)

BEN MEYERS,
Atty. and Representative for the United Farm Equipment and Metal Workers of America, C.I.O.,
By: BEN MEYERS,
MEYERS & MEYERS,
Its Attys., 188 W. Randolph St.—Chicago, Sta. 0585.

Subscribed and sworn to before me this 12th day of July, 1943, at Chicago, Illinois.

[SEAL] BERNICE LANDSMAN,
Notary Public.

BOARD EXHIBIT NO. 1-E

BEFORE THE NATIONAL LABOR RELATIONS BOARD
THIRTEENTH REGION

Case No. 13-C-2069

IN THE MATTER OF KEYSTONE STEEL & WIRE COMPANY AND UNITED FARM EQUIPMENT & METAL WORKERS OF AMERICA, C.I.O.

Date Filed July 14, 1943

Second amended charge

Pursuant to Section 10 (b) of the National Labor Relations Act, the undersigned hereby charges that Keystone Steel & Wire Company at Peoria, Illinois employing
4 1500 workers in Metal products has engaged in and is engaging in unfair labor practices within the meaning of Section 8 subsections (1) (2) and (3) of said Act, in that the Company, through its officers or agents has been and is dominating and interfering with the formation and administration of the Independent Steel Workers' Alliance.

The Company discharged Fred Raines, John Huber, Merele Davis, Virgil Woods, Edgar Partlow, Allen Pitchford, Thomas Hayes and Jack White, employees of the Company and members of the United Farm Equipment and

Metal Workers of America, affiliated with the C.I.O., because of Union activities in behalf of the Union.

The Company in discharging the above named employees and in the commission of other acts sought to discourage membership in the United Farm Equipment and Metal Workers of America, affiliated with the C.I.O., or in any other organization, and sought to interfere with, restrain and coerce employees in the exercise of the rights guaranteed in Section 7 of the National Labor Relations Act.

The undersigned further charges that said unfair labor practices are unfair labor practices affecting commerce within the meaning of said Act.

Name and address of person or labor organization making the charge. (If made by a labor organization, give also the full name, local number and affiliation of organization, and name and official position of the person acting for the organization.)

BEN MEYERS,
Atty. & Rep. for the United Farm Equipment and Metal Workers of America, C.I.O.,
By: BEN MEYERS,
MEYERS & MEYERS,
Its Attorneys, 188 W. Randolph St.—Chicago, Sta. 0585.

Subscribed and sworn to before me this 13th day of July, 1943, at Chicago, Illinois.

[SEAL] BERNICE LANDSMAN,
Notary Public.

5 BOARD EXHIBIT NO. 1-B

BEFORE THE NATIONAL LABOR RELATIONS BOARD
THIRTEENTH REGION

Case No. 13-C-2069

IN THE MATTER OF KEYSTONE STEEL & WIRE COMPANY, A CORPORATION, AND UNITED FARM EQUIPMENT & METAL WORKERS OF AMERICA, C.I.O.

Date Filed April 8, 1944

Third amended charge

Pursuant to Section 10 (b) of the National Labor Relations Act, the undersigned hereby charges that Keystone

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Steel & Wire Company at Peoria, Illinois employing 1500 workers in Metal products has engaged in and is engaging in unfair labor practices within the meaning of Section 8 subsections (1) (2) and (3) of said Act, in that the Company through its officers, agents, and employees, in September 1933 formed, instigated, and thereafter supported, financed, and interfered with the administration of the Keystone Employees Association; that in 1937 it instigated and formed the Independent Steel Workers' Alliance as the successor to the Association; that since said date to the present time, the Company has dominated and interfered with the Administration of the Alliance, has illegally recognized and dealt with the Alliance, as the exclusive representative of all of its employees in matters concerning grievances, wages, hours, and conditions of employment, including contractual relations, and has otherwise fostered, promoted, and encouraged membership in and support of the Alliance by interfering with, restraining, and coercing its employees in the exercise of their rights to join and assist the undersigned union.

The company, through its officers, agents, and employees, on or about May 28, 1943, demoted, and thereafter
6 discharged, and refused to reinstate Fred Raines, John Huber, Merle Davis, Virgil Woods, Edgar Partlow, Allen Pitchford, Thomas Hayes, and Jack White, employees of the Company, because of their membership and activities in behalf of the Union.

The Company, through its officers, agents, and employees, from on or about June 1942, to the present time, interfered with, restrained, and coerced its employees in the exercise of their rights to join and assist the undersigned union by threats, warnings, interrogations, and derogatory remarks against the undersigned union.

By the above acts the Company interfered with, restrained, and coerced employees in the exercise of the rights guaranteed in Section 7 of the National Labor Relations Act.

The undersigned further charges that said unfair labor practices are unfair labor practices affecting commerce within the meaning of said Act.

Name and address of person or labor organization making the charge. (If made by a labor organization, give also

the full name, local number and affiliation of organization, and name and official position of the person acting for the organization.)

UNITED FARM EQUIPMENT AND METAL WORKERS OF AMERICA, C.I.O.
By: BEN MEYERS,
MEYERS & MEYERS,
Its Attorneys, 188 W. Randolph St. —Chicago, Sta. 0585.

Subscribed and sworn to before me this 8th day of April, 1944, at Chicago, Illinois.

CORENE GOGGIN,
Designated Board Agent.

7 BOARD EXHIBIT NO. 1-N

BEFORE THE NATIONAL LABOR RELATIONS BOARD
THIRTEENTH REGION

Case No. 13-C-2069

IN THE MATTER OF KEYSTONE STEEL & WIRE COMPANY, A CORPORATION, AND UNITED FARM EQUIPMENT & METAL WORKERS OF AMERICA, C.I.O.

Date Filed June 8, 1944

Fourth amended charge

Pursuant to Section 10 (b) of the National Labor Relations Act, the undersigned hereby charges that Keystone Steel & Wire Company at Peoria, Illinois employing 1500 workers in Metal products has engaged in and is engaging in unfair labor practices within the meaning of Section 8 subsections (1) (2) and (3) of said Act, in that the Company through its officers, agents, and employees, in September 1933 formed, instigated, and thereafter supported, financed, and interfered with the administration of the Keystone Employees Association; that in 1937 it instigated and formed the Independent Steel Workers' Alliance as the successor to the Association; that since said date to the

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present time, the Company has dominated and interfered with the administration of the Alliance, has illegally recognized and dealt with the Alliance, as the exclusive representative of all of its employees in matters concerning grievances, wages, hours, and conditions of employment, including contractual relations, and has otherwise fostered, promoted, and encouraged membership in and support of the Alliance by interfering with, restraining, and coercing its employees in the exercise of their rights to join and assist the undersigned union.

The Company, through its officers, agents, and employees, on or about May 28, 1943, demoted, and thereafter discharged, and refused to reinstate Fred Raines, John Huber, Merle Davis, Virgil Woods, Edgar Partlow, Allen
8 Pitchford, Thomas Hayes, and Jack White, employees of the Company, because of their membership and activities in behalf of the Union.

The Company, through its officers, agents, and employees, from on or about June 1942, to the present time, interfered with, restrained, and coerced its employees in the exercise of their rights to join and assist the undersigned union by threats, warnings, interrogations, and derogatory remarks against the undersigned union; and did on or about December 1940, promulgate and cause to be circulated among its employees a rule prohibiting all forms of solicitation including solicitations for labor organizations upon the Company's property and providing that violation thereof would be grounds for disciplinary action and, thereafter, said rule was used by the Company to protect the Alliance and impede the Union's organizational campaign.

By the above acts the Company interfered with, restrained, and coerced employees in the exercise of the rights guaranteed in Section 7 of the National Labor Relations Act.

The undersigned further charges that said unfair labor practices are unfair labor practices affecting commerce within the meaning of said Act.

Name and address of person or labor organization making the charge. (If made by a labor organization, give also the full name, local number and affiliation of organization,

and name and official position of the person acting for the organization.)

UNITED FARM EQUIPMENT AND METAL WORKERS OF AMERICA, C.I.O.,
Sam A. Swanson,
By: SAM A. SWANSON,
International Representative UFEMWA—CIO, Room 1108 Lehmann Bldg., 405 Main Street, Peoria 2, Illinois.

Subscribed and sworn to before me this 7th day of June, 1944, at Peoria, Illinois.

[SEAL] LYDIAN I. SWITZER,
Notary Public.

9 BOARD EXHIBIT NO. 1

BEFORE THE NATIONAL LABOR RELATIONS BOARD
THIRTEENTH REGION

Case No. 13-C-2069

IN THE MATTER OF KEYSTONE STEEL & WIRE COMPANY, A CORPORATION, AND UNITED FARM EQUIPMENT & METAL WORKERS OF AMERICA, C.I.O.

Complaint

It having been charged, as amended, by United Farm Equipment and Metal Workers of America, affiliated with the C.I.O., hereinafter called the Union, that Keystone Steel & Wire Company, a corporation, hereinafter called the Respondent, has engaged in and is now engaging in certain unfair labor practices affecting commerce as set forth and defined in the National Labor Relations Act, 49 Stat. 449, hereinafter called the Act, the National Labor Relations Board, hereinafter called the Board, by the Regional Director for the Thirteenth Region, as agent for the Board, designated by the Board's Rules and Regulations, Series 3, for its Complaint against the Respondent hereby alleges the following:

1. The Respondent is a corporation organized under and existing by virtue of the laws of the State of Illinois.

2. The Respondent operates a manufacturing plant consisting of a steel mill and wire mill located at Bartonville,

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Illinois. Respondent has its general offices in Bartonville, Illinois.

3. The Respondent is now, and at all times hereinafter mentioned, has been engaged at its place of business in Bartonville, Illinois, hereinafter called the plant, in the manufacture of semi-finished and finished steel products.

4. In the course and conduct of its business and in the operation of its plant the Respondent causes and has continuously caused large quantities of materials, consisting of steel and steel products, to be purchased and transported in interstate commerce from and through the States of the United States other than the State of Illinois to the plant in the State of Illinois. The Respondent's annual purchases of raw materials for processing in the plant are in excess of $4,000,000, of which amount more than 50 per cent by dollar value was purchased and shipped to the plant from points outside the State of Illinois. In the course and conduct of its business and in the operation of its plant the Respondent causes and has continuously caused large quantities of products manufactured at the plant to be sold and transported in interstate commerce from the plant, to, into, and through the States of the United States other than the State of Illinois. During the year 1943 Respondent manufactured at the plant and distributed finished products in excess of $13,000,000, of which more than 50 per cent in dollar value was shipped to points outside the State of Illinois.

5. The Union is a labor organization as defined in Section 2 (5) of the Act.

6. Respondent, by its officers, agents and employees, while engaged at the plant as described above, did on or about September, 1933 assist and encourage the instigation of a labor organization among its employees known as Keystone Employees Association, hereinafter called the KEA, and from said date until on or about April 16, 1937 did urge and warn its employees to join and assist the KEA; and did contribute financial and other support to KEA, and did dominate and interfere with the administration of KEA.

7. Respondent, by its officers, agents and employees, while engaged at the plant as described above, did on or

about April 16, 1937, assist and encourage the instigation of a labor organization among its employees known as the Independent Steelworkers Alliance, hereinafter called the Alliance, and from said date to the date hereof, did urge and warn its employees to join and assist the Alliance; did foster, promote and encourage the formation and growth of the Alliance by permitting and encouraging solicitations and other activities on its behalf during working
11 hours on Respondent's premises; did dominate and interfere with the administration of the Alliance; did recognize the Alliance as the exclusive representative of all employees of Respondent upon inadequate proof of majority; and did give other support to the Alliance.

The Alliance was instigated and formed as above set forth, as successor to, the alter ego of, and in effect the same as, the KEA, and thereafter to the date hereof Alliance obtained and received assistance from and became tainted with all of Respondent's acts as above alleged.

Respondent did on or about February 11, 1943 enter into a written contract with the Alliance, granting to the Alliance exclusive bargaining rights, and said contract, together with any additions, supplements, extensions or renewals thereof, is therefore invalid, void and of no effect.

8. By the acts set forth in Paragraphs 6 and 7, and by each of them, Respondent did engage in and is engaging in unfair labor practices within the meaning of Section 8 (2) of the Act.

9. Respondent, by its officers, agents, and employees, while engaged at the plant described above, on or about May 28, 1943, did demote, and did thereafter discharge the following employees: Fred Raines, John Huber, Merle Davis, Virgil Woods, Edgar Partlow, Allen Pitchford, Thomas Hayes and Jack White, and since that date has refused and failed, and does now refuse and fail, to reinstate said employees, and each of them, to their former positions of employment.

Respondent demoted and discharged said employees, and each of them, as set forth above, and has refused and failed, and does now refuse and fail, to reinstate them, and each of them, to their former positions of employment, for the reason that they joined and assisted the Union and

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engaged in concerted activities with other employees for purposes of collective bargaining and other mutual aid and protection.

10. By the acts set forth in Paragraph 9 hereof, and each of them, Respondent did discriminate and is discriminating in regard to hire, tenure, terms and conditions of employment of the employees, and each of them, named in Paragraph 9 hereof, did discourage and is discouraging membership in the Union, did encourage and is encouraging membership in the Alliance, and did thereby engage in and is thereby engaging in unfair labor practices within the meaning of Section 8 (3) of the Act.

11. Respondent, by its officers, agents and employees, while engaged at the plant as described above, from on or about June 1942 and continuing down to the date hereof, did advise, urge, threaten and warn its employees to refrain from becoming or remaining members of the Union; did interrogate its employees concerning their union membership and did make derogatory remarks concerning the Union.

12. By the acts set forth in Paragraphs 6, 7, 9 and 11 hereof, and each of them, the Respondent did interfere with, restrain and coerce, and is interfering with, restraining and coercing its employees in the exercise of the rights guaranteed them in Section 7 of the Act, and did thereby engage in and is thereby engaging in unfair labor practices within the meaning of Section 8 (1) of the Act.

13. The acts of the Respondent set forth in Paragraphs 6, 7, 9 and 11 hereof, occurring in connection with the operations of the Respondent described in Paragraphs 2, 3 and 4 hereof, have a close, intimate and substantial relation to trade, traffic and commerce among the several states and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

14. The aforesaid acts of the Respondent set forth in Paragraphs 6, 7, 9 and 11 hereof constitute unfair labor practices within the meaning of Section 8 (1), (2) and (3) and Section 2 (6) and (7) of the Act.

Wherefore, the National Labor Relations Board, on this 8th day of April, 1944, issues its Complaint against Key-

stone Steel & Wire Company, a corporation, the Respondent herein.

GEORGE J. BOTT,
Regional Director, Thirteenth Region,
National Labor Relations Board.

13 BOARD EXHIBIT NO. 1-F

BEFORE THE NATIONAL LABOR RELATIONS BOARD
THIRTEENTH REGION

Case No. 13-C-2069

IN THE MATTER OF KEYSTONE STEEL & WIRE COMPANY, A CORPORATION, AND UNITED FARM EQUIPMENT & METAL WORKERS OF AMERICA, C.I.O.

Amendment to complaint

The Board amends Paragraph 11 of its Complaint dated, April 8, 1944, issued by George J. Bott, Regional Director of the Thirteenth Region of the National Labor Relations Board, by adding to said Paragraph 11, the following:

"* * * and did on or about December 1940, promulgate and cause to be circulated among its employees a rule prohibiting all forms of solicitation including solicitations for labor organizations upon the Respondent's property and providing that violation thereof would be grounds for disciplinary action and, thereafter, said rule was used by Respondent to protect the Alliance and impede the Union's organizational campaign."

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14 BOARD EXHIBIT NO. 3

BEFORE THE NATIONAL LABOR RELATIONS BOARD
THIRTEENTH REGION

Case No. 13-C-2069

IN THE MATTER OF KEYSTONE STEEL & WIRE COMPANY, A CORPORATION, AND UNITED FARM EQUIPMENT & METAL WORKERS OF AMERICA, C.I.O.

Amended answer of Keystone Steel & Wire Company

Comes now Keystone Steel & Wire Company, an Illinois Corporation, hereinafter called the "Respond-

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ent", and files this its Amended Answer to the Complaint issued and served herein, and alleges and states:

1. That the within proceedings constitute a Complaint case arising over an agreement between management and labor, which has been in existence for three months or longer without complaint being filed, and therefore the Board is without jurisdiction to hear and determine the same or any part thereof under the provisions of the Appropriation Act providing funds for the National Labor Relations Board for the fiscal year 1943-1944.

2. That Respondent admits the allegations set out in Paragraphs numbered 1, 2, 3 and 4.

3. That as to Paragraph numbered 5, Respondent is without knowledge, and neither affirms nor denies the allegations set out therein.

4. Respondent denies the matters and things set up at Paragraph numbered 6.

5. Respondent denies each and every allegation contained in the first and second paragraphs of Paragraph numbered 7. As to the third and last paragraph of Paragraph 7 of the Complaint, Respondent admits that it did on or about February 11, 1943 sign a written contract with the Independent Steel Workers Alliance, hereinafter called the Alliance, granting to the Alliance exclusive bargaining rights, but specifically denies that said contract, together with any additions, supplements, extensions or renewals thereof, is invalid, void and of no effect, but alleges that on the contrary said contract, together with all additions, supplements, extensions and renewals thereof, is valid and binding within the meaning and purview of the National Labor Relations Act. Respondent further states that the said written contract signed on February 11, 1943, by Respondent and the Alliance merely reduced to a signed instrument an agreement between the same parties, evidenced by written memoranda, that had been in existence for more than three months next prior to February 11, 1943.

6. Respondent denies the allegations set out in Paragraph numbered 8.

7. As to Paragraph numbered 9, Respondent denies the allegations thereof, and represents and shows to the

Board that the eight employees named in said Paragraph numbered 9 were discharged for the sole and only reason that they refused to work, as more specifically set forth herein.

Prior to the time that said eight men were discharged, they had been employed in the Fabric Department of the Company where electric weld fabric reenforcing is manufactured. Due solely to the fact that such electric weld fabric reenforcing material was placed on the "non-essential" list by the War Production Board of the United States Government, the Company was prohibited from manufacturing this product in its normal quantities, and as a result of such reduced schedule caused by such Government action, it was necessary to reduce the number of employees in said Fabric Department. The Company at all times continued the manufacture of as large a quantity of the electric weld fabric reenforcing material as it was permitted to do in law and under the order of the War Production Board of the United States. As a result of the curtailed activity of the Fabric Department, it
16 was determined that the men holding the highest seniority would be retained according to their seniority, and that the men having a junior seniority and who could not be used in the Fabric Department, would be transferred to the Company's Patenting Department. Upon this decision having been made, the said eight men, together with the other men from the Fabric Department who were transferred to the Patenting Department, were notified of the decision to transfer said men to the Patenting Department, and in such notice the men were advised that they would be given full time in the Patenting Department and at the same time would retain their full seniority in the Fabric Department, and would be permitted to return to the Fabric Department as soon as additional work in said Department warranted their transfer back to the Fabric Department. They were further advised that at the same time they would be building up seniority in the Patenting Department in the meantime.

Thereafter said eight men refused to work in the Patenting Department. Notwithstanding such refusal to work, they were scheduled at their jobs in the Patenting

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Department for three successive weeks. They were implored to accept the transfer to the Patenting Department as a temporary measure and until such time as the Company would be permitted to manufacture a larger quantity of products in the Fabric Department; that notwithstanding the fact that the compensation that said eight men could have made in the Patenting Department would have been equal to or exceeded the compensation they would have received in the Fabric Department had the activity of the Fabric Department not been curtailed as aforesaid, the said eight men persisted in their refusal to work. Thereafter, and only after the Company had become convinced that the said eight men would not return to work and were insistent upon their voluntary abstaining from working, the Company notified them that they were discharged. At a meeting with said eight men and their union representative at the office of the counsel for the Company, and prior to the time of their discharge,
17 they were advised by the Company's counsel that the Company would have to replace these men unless they returned to work. Notwithstanding such advice, said men persisted in their refusal to work.

Since the time that said eight men refused to return to work, it has become necessary for the Company to remove from the Fabric Department an additional ten men who have been placed in the Netting Department of the Company. At the present time, there remains only seven production men in the Fabric Department. At no time since the eight men named in the complaint were transferred from the Fabric Department has the Respondent Company had the tonnage, the orders, or the Government approval to increase the quantity of its production in the Fabric Department. The said eight men in question were transferred from the Fabric Department to the Patenting Department only because of the necessity brought about by war and the order of the War Production Board as above outlined, and the positions of said eight men in the Patenting Department were filled by employing new men, only because of the failure and refusal of said eight men to report for work. The said eight men were fully advised of all of the facts prior to their refusal to work, and notwithstanding the constant effort on the part of

the Company to place these men in the best positions it had available for the period that the Fabric Department was operating on a reduced basis, the men, without cause and after long deliberation, arbitrarily refused to work for the Respondent Company.

8. The Respondent denies all of the allegations set out in Paragraphs numbered 10, 11, 12, 13 and 14.

9. Further answering, Respondent denies each and every material allegation in said Complaint contained, except those to which Respondent has no knowledge, as herein stated, and as to the matters and things herein specifically admitted.

Wherefore, Respondent prays that an Order be entered dismissing the Complaint issued and served herein. Respondent further prays that in the event a hearing is conducted that an Order be entered finding the charges and complaint to be without foundation and granting to Respondent such other and further relief to which it may be entitled.

18

KEYSTONE STEEL & WIRE COMPANY,
By BAER, CLENDENIN & DAVIS,
S. F. McGRATH,
Its Attorneys, Respondent,
Address: Peoria, Illinois.

BAER, CLENDENIN & DAVIS,
SHELTON McGRATH,
Alliance Life Building, Peoria, Illinois,
Attorneys for Respondent.

STATE OF ILLINOIS,
County of Peoria, ss:

D. P. Sommer, being first duly sworn, deposes and upon his oath states that he is Vice-President of the Keystone Steel & Wire Company, the Respondent named above, and that he has read the foregoing Amended Answer and that the matters and things therein stated are true and correct.

D. P. SOMMER.

Subscribed and sworn to before me this 10th day of May, A. D. 1944.

[SEAL]

TESSA M. SLEATER,
Notary Public.

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19 BOARD EXHIBIT NO. 1-H

BEFORE THE NATIONAL LABOR RELATIONS BOARD
THIRTEENTH REGION

Case No. 13-C-2069

IN THE MATTER OF KEYSTONE STEEL & WIRE COMPANY, A CORPORATION, AND UNITED FARM EQUIPMENT & METAL WORKERS OF AMERICA, C.I.O.

Amendment to amended answer of respondent

Comes now Keystone Steel & Wire Company, Respondent herein, and files this Amendment to its Amended Answer, and by way of answer to the amendment to Paragraph 11 of the Complaint filed herein by the Board on May 19, 1944, alleges and states:

1. That it admits that about the month of December, 1940, it promulgated and caused to be circulated among its employees a rule prohibiting all forms of solicitation, including solicitation for labor organizations, upon the Respondent's property, and providing that violation thereof would be ground for disciplinary action.

2. That it specifically denies that said rule referred to in Paragraph 1 above has ever been used by Respondent to protect the Alliance and impede the Union's Organizational Compaign.

KEYSTONE STEEL & WIRE COMPANY,
By: BAER, CLENDENIN & DAVIS,
SHELTON MCGRATH,
Its Attorneys, Respondent,
Address: Peoria, Illinois.

BAER, CLENDENIN & DAVIS,
SHELTON MCGRATH,
Alliance Life Building, Peoria, Illinois,
Attorneys for Respondent.

20 STATE OF ILLINOIS,
County of Peoria, ss:

D. P. Sommer, being first duly sworn, deposes and upon his oath states that he is Vice President of the Keystone Steel & Wire Company, the Respondent named above, and that he has read the foregoing Answer of Respondent to

Amendment to Complaint, and that the matters and things therein stated are true and correct.

D. P. SOMMER.

Subscribed and sworn to before me this 23rd day of May, A. D. 1944.

[SEAL] TESSA M. SLEATER,
Notary Public.

BOARD EXHIBIT NO. 4

BEFORE THE NATIONAL LABOR RELATIONS BOARD
THIRTEENTH REGION

Case No. 13-C-2069

IN THE MATTER OF KEYSTONE STEEL & WIRE COMPANY, A CORPORATION, AND UNITED FARM EQUIPMENT & METAL WORKERS OF AMERICA, C.I.O.

Motion of Independent Steel Workers' Alliance to intervene in the above cause

Now comes the Independent Steel Workers' Alliance and moves this Honorable Board that it be permitted to intervene in the above entitled cause and to file Answer to the Complaint heretofore filed herein and, in support of this said Motion, states the following:

21 (1) In said Complaint, it is alleged that the Respondent therein did, on or about April 16, 1937, assist and encourage the formation of a Labor Organization, known as the Independent Steel Workers' Alliance and did dominate and interfere with the administration of said Alliance, all of which is denied by this movant.

(2) In said Complaint, it is alleged that said Respondent therein did recognize the Alliance as the exclusive representative of all employees of Respondent upon inadequate proof of majority; this movant states the fact to be that the Respondent did recognize the Alliance as the exclusive representative of certain employees of respondent and in doing so, said recognition was based upon proper legal grounds and showing made by the Alliance and that said Alliance has been, for a period of approximately seven (7) years, the legally recognized Bargaining Agency of said employees and is now the legally recognized Bar-

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gaining Agency of the majority of employees of said respondent.

(3) That there is alleged in the Complaint that the said Alliance is a successor to a certain former organization of Keystone employees, known as "Keystone Employees' Association, which latter organization, in the Complaint, it is alleged was Company dominated; this movant states that the Alliance is not a successor organization nor is it a Company dominated organization within the meaning of the "National Labor Relations Act".

(4) It is alleged, in said Complaint, that a written contract entered into between the respondent therein and the said Alliance, granting to the Alliance exclusive bargaining rights, is invalid, void and of no effect; this movant denies such allegations.

Therefore, this movant says that, in order to protect its rights, it is necessary that said movant be permitted to intervene in this cause and to file Answer to the Complaint filed herein so that said movant's rights may be fully protected.

INDEPENDENT STEEL WORKERS' ALLIANCE,
By BRUCE F. HOGUE, *Its President.*

22 Subscribed and sworn to before me this 12th day of April, A. D. 1944.

[SEAL] CAROLINE E. MEYER,
Notary Public.

BOARD EXHIBIT NO. 5

BEFORE THE NATIONAL LABOR RELATIONS BOARD
THIRTEENTH REGION

Case No. 13-C-2069

IN THE MATTER OF KEYSTONE STEEL & WIRE COMPANY, A CORPORATION, AND UNITED FARM EQUIPMENT & METAL WORKERS OF AMERICA, C.I.O.

Answer of Independent Steel Workers' Alliance to complaint

Now comes the Independent Steel Workers' Alliance, leave of this Board having first been obtained to intervene

and file Answer to the Complaint herein and for answer to said Complaint, says:

(1) That as to Paragraph One (1) of the Complaint, Independent Steel Workers' Alliance, hereinafter called "Alliance", admits the allegations thereof.

(2) That as to Paragraph Two (2) of the Complaint, the Alliance, answering, admits the allegations thereof.

(3) That as to Paragraph Three (3) of the Complaint, the Alliance, answering, admits the allegation thereof.

(4) That as to Paragraph Four (4) of the Complaint, the Alliance, answering, states that it is without knowledge as to the facts therein alleged and therefore neither admits nor denies same.

(5) That as to Paragraph Five (5) of the Complaint, the Alliance, answering, states that it is without knowledge as to the legal conclusion therein stated and therefore neither admits nor denies same.

23 (6) That as to Paragraph Six (6) of the Complaint, the Alliance, answering, states it is without knowledge as to the facts and circumstances therein alleged and therefore neither admits nor denies same.

(7) That as to Paragraph Seven (7) of the Complaint, the Alliance, answering, denies that the respondent named in said Complaint did, on or about April 16, 1937, assist and encourage the instigation of a Labor Organization among its employees, known as the Independent Steel Workers' Alliance, referred to in said Complaint and in this Answer as the Alliance, and further denies that from said date to the date hereof said respondent did urge and warn its employees to join and assist the Alliance; and, further answering, denies that said respondent did foster, promote and encourage the formation and growth of the Alliance by permitting and encouraging solicitations and other activities on its behalf during working hours on respondent's premises; and further denies that the respondent did dominate and interfere with the administration of the Alliance; and, further answering, denies that the respondent did recognize the Alliance as the exclusive representative of all employees of respondent upon inadequate proof of majority but, on the contrary, the Alliance, answering, states that the respondent did recognize the

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Alliance as the exclusive representative of employees of the respondent and that such Alliance was, and is, the legal Bargaining Agency for said employees as the representative of a majority of the employees of said respondent in a unit appropriate for such purposes and in compliance with the "National Labor Relations Act"; and denies that the respondent did give other support to the Alliance.

The Alliance, further answering, denies that it was instigated and formed as a successor to and, in effect, the same as K.E.A. and that the Alliance obtained and received assistance from and became tainted with all of respondent's acts as set forth in said paragraph of said Complaint.

The Alliance, further answering, admits that on or about February 11, 1943, the respondent entered into a written contract with the Alliance, granting to the Alliance exclusive bargaining rights but denies
24 that said contract is invalid, void and of no effect; the Alliance, answering, states that said contract is a legal and binding contract between the respondent and the Alliance, granting to the Alliance exclusive bargaining rights.

The Alliance, further answering, states that it is not a successor to any Company Dominated Union and states that it is an organization properly formed and representing a majority of the employees of the respondent and the legally constituted exclusive Bargaining Agency for employees of said respondent, all within the meaning and intent of the said "National Labor Relations Act."

(8) That as to Paragraph Eight (8) of the Complaint, the Alliance, answering, denies each and every allegation therein contained insofar as the relationship between the respondent and the Alliance is concerned.

(9) That as to Paragraph Nine (9) of the Complaint, the Alliance, answering, states that it is without knowledge as to the facts and circumstances therein alleged and therefore neither admits nor denies same.

(10) That as to Paragraph Ten (10) of the Complaint, the Alliance, answering, states that it is without knowledge as to the allegations therein contained and therefore neither admits nor denies same except as to the allega-

tion that the respondent did encourage and is encouraging membership in the Alliance and, as to this allegation, the Alliance specifically denies.

(11) That as to Paragraph Eleven (11) of the Complaint, the Alliance, answering, states that it is without knowledge as to the matters therein alleged and therefore neither admits nor denies same.

(12) That as to Paragraph Twelve (12) of the Complaint, the Alliance, answering, denies each and every allegation therein contained insofar as same is directed against the Alliance.

(13) That as to Paragraph Thirteen (13) of the Complaint, the Alliance, answering, denies any of the allegations referred to therein insofar as same affect the Alliance.

(14) That as to Paragraph Fourteen (14) of the Complaint, the Alliance, answering, denies that any of
25 the actions of the Alliance itself or in conjunction with the respondent, as charged in the Complaint, constitutes unfair labor practices within the meaning of the "National Labor Relations Act."

Wherefore, the Alliance denies that there are any grounds for complaint against it, as contained in said Complaint, and asks that said Complaint be dismissed insofar as the said Alliance is concerned.

INDEPENDENT STEEL WORKERS' ALLIANCE,
By BRUCE F. HOGUE, *Its President.*

E. V. CHAMPION,
Attorney for Independent Steel Workers' Alliance,
909 Alliance Life Bldg.,
Peoria, Illinois.

Subscribed and sworn to before me this 12th day of April, A. D. 1944.

[SEAL] CAROLINE E. MEYER,
Notary Public.

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BOARD EXHIBIT NO. 8

BEFORE THE NATIONAL LABOR RELATIONS BOARD
THIRTEENTH REGION

Case No. 13-C-2069

IN THE MATTER OF KEYSTONE STEEL & WIRE COMPANY, A CORPORATION, AND UNITED FARM EQUIPMENT & METAL WORKERS OF AMERICA, C.I.O.

Amendment to the answer of Independent Steel Workers' Alliance to complaint

Now comes the Independent Steel Workers' Alliance and files this, its Amendment to the Answer heretofore filed in this cause by said Independent Steel Workers' Alliance and alleges and states:

26 That the proceedings herein constitute a Complaint case, arising over an agreement between the Keystone Steel & Wire Company, a Corporation, and the Independent Steel Workers' Alliance, which had been in existence for three (3) months or longer without complaint being filed herein and, therefore, this Board is without jurisdiction to hear this cause, under the provisions of the Appropriation Act, appropriating funds for the National Labor Relations Board for the fiscal year 1943-1944.

Wherefore, the undersigned asks that said Complaint be dismissed.

INDEPENDENT STEEL WORKERS' ALLIANCE,
By BRUCE F. HOGUE, *Its President.*

E. V. CHAMPION,
Attorney for Independent Steel Workers' Alliance,
909 Alliance Life Bldg.,
Peoria, Illinois.

Subscribed and sworn to before me this 15th day of May, A. D. 1944.

[SEAL]

CAROLINE E. MEYER,
Notary Public.

BOARD EXHIBIT NO. 1–J

BEFORE THE NATIONAL LABOR RELATIONS BOARD
THIRTEENTH REGION

Case No. 13-C-2069

IN THE MATTER OF KEYSTONE STEEL & WIRE COMPANY, A CORPORATION, AND UNITED FARM EQUIPMENT & METAL WORKERS OF AMERICA, C.I.O.

Motion to dismiss

Comes now Keystone Steel & Wire Company, Respondent herein, and represents and shows to the Board that the pleadings and the evidence introduced herein by the
27 Board show that the Board is without jurisdiction to consider and determine the issues, because of the restrictions placed upon the Board by the terms of the Appropriation Act providing funds for the Board for the fiscal year 1943-1944, and in support thereof alleges and states:

1. That the Complaint on its face shows that said proceedings constitute a complaint case arising over an agreement between management and labor.

2. That said Complaint was issued and filed herein on the 8th day of April, 1944, more than three months after the coming into existence of the said agreement referred to in Paragraph 7 of said Complaint, and that no other complaint has ever been filed and served on this Respondent.

3. That the statement of labor policy issued by Respondent and accepted by the Alliance, being Board's Exhibit No. 22, is an agreement between Respondent and the Alliance which came into existence in December, 1940, and that has been a continuing contract since that date to the present with its provisions at all times substantially the same, and that no charge or complaint was filed within three months after such agreement came into existence.

4. That the rules of the Board require that the charge upon which the Complaint is based be attached to the Complaint, and that the only charge attached to the Complaint herein is the one titled "Third Amended Charge," filed April 8, 1944, and that therefore any prior charges that

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may have been filed are not made a basis for the Complaint and cannot properly be considered.

5. That Board's Exhibit No. 1 (c) purports to be a charge filed on February 15, 1943, but that said instrument fails to conform to the rule of the Board in effect at that time and now, requiring that a charge shall contain "a clear and concise statement of the facts constituting the alleged unfair labor practice affecting commerce." That said instrument contains no statement of facts whatever upon which the purported charge is based, and that it is now and has been at all times a mere nullity and of no force or effect.

6. That even if it is assumed that in the Act placing restrictions on the 1943-1944 appropriation for the
28 Board, Congress meant "without charge being filed" where the language "without the complaint being filed" was used, (which interpretation Respondent denies) no charge was filed within three months after the agreement between Respondent and the Alliance came into existence, as the instrument labeled charge, being Board's Exhibit No. 1 (c), filed February 15, 1944, did not conform to the rules of the Board and was not in fact a charge, and is and was without force or effect.

7. That no charge was filed alleging unfair labor practice under Section 8 (3) of the Act, relating to the discharge of the eight men referred to in Paragraph 9 of the Complaint, until July 13, 1943, more than three months after the contract between Respondent and the Alliance came into existence.

Wherefore, Respondent moves that an order be entered herein dismissing the Complaint upon which this proceedings is based for lack of jurisdiction.

KEYSTONE STEEL & WIRE COMPANY,
By BAER, CLENDENIN & DAVIS,
SHELTON MCGRATH, *Its Attorneys.*

BAER, CLENDENIN & DAVIS,
SHELTON MCGRATH,
Alliance Life Building,
Peoria, Illinois,
Attorneys for Respondent.

29 **BOARD EXHIBIT NO. 1-K**

BEFORE THE NATIONAL LABOR RELATIONS BOARD,
THIRTEENTH REGION

Case No. 13–C–2069

IN THE MATTER OF KEYSTONE STEEL & WIRE COMPANY, A CORPORATION, AND UNITED FARM EQUIPMENT & METAL WORKERS OF AMERICA, C.I.O.

Motion to dismiss

Comes now Keystone Steel & Wire Company, Respondent herein, and represents and shows to the Board as follows:

1. That the evidence introduced by the Board wholly fails to show by any substantial evidence that the Respondent was or is engaged in unfair labor practice within the meaning of Section 8 (2) of the Act, as alleged in Paragraphs 6, 7, 8, and 14 of the Complaint.

2. That the evidence introduced by the Board wholly fails to show by any substantial evidence that the Respondent was or is engaged in unfair labor practice within the meaning of Section 8 (3) of the Act, as alleged in Paragraphs 9, 10, and 14 of the Complaint.

3. That the evidence introduced by the Board wholly fails to show by any substantial evidence that the Respondent was or is engaged in unfair labor practice within the meaning of Section 8 (1) of the Act, as alleged in Paragraph 11 as amended and Paragraphs 12 and 14 of the Complaint.

30 Wherefore, Respondent moves the Board that an order be entered herein dismissing Paragraphs numbered 6, 7, 8, 9, 10, 11 as amended, 12 and 14 of the Complaint.

KEYSTONE STEEL & WIRE COMPANY,
By BAER, CLENDENIN & DAVIS,
SHELTON MCGRATH, *Its Attorneys.*

BAER, CLENDENIN & DAVIS,
SHELTON MCGRATH,
Alliance Life Bldg.,
Peoria, Illinois,
Attorneys for Respondent.

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BOARD EXHIBIT NO. 1-M

BEFORE THE NATIONAL LABOR RELATIONS BOARD,
THIRTEENTH REGION

Case No. 13-C-2069

IN THE MATTER OF KEYSTONE STEEL & WIRE COMPANY, A CORPORATION, AND UNITED FARM EQUIPMENT & METAL WORKERS OF AMERICA, C.I.O.

Motion to dismiss complaint at close of Government's case

Now comes the Independent Steel Workers' Alliance, Intervenor herein, at close of the evidence offered by the Board, and moves the Board to dismiss the Complaint and, in support thereof, alleges and states:

(1) That the Board is without jurisdiction to hear and determine the issues herein because of the prohibition contained under the provisions of the "Appropriation Act" of the National Congress, appropriating funds for the National Labor Relations Board for the fiscal year 1943-1944.

31 (2) That the Complaint, on its face constitutes a Complaint Case, arising over an agreement between the Keystone Steel & Wire Company, a Corporation, Respondent herein, and Independent Steel Workers' Alliance, Intervenor, as alleged in Paragraph Seven (7) of the Complaint filed herein and which agreement, last above mentioned, has been in existence for three months or longer without Complaint being filed herein; said Complaint having been signed by the Regional Director for the Thirteenth Region on April 8, 1944, which was more than three (3) months after the execution of the agreement between management and labor, entered into on February 11, 1943 and which written agreement is now in evidence and marked "Board's Exhibit 34"; and that no other Complaint has ever been issued by said Board.

(3) That the statement of "Labor Relations Policy", published and distributed by the Keystone Steel & Wire Company, a Corporation, among its employees in the month of December, 1940 and which statement has been received in evidence and marked, "Board's Exhibit 22", contains a working agreement between Keystone Steel &

Wire Company, a Corporation, Respondent herein, and the Independent Steel Workers' Alliance, Intervenor, at that time and now being the legal Bargaining Agency of the employees of Respondent, and that said statement of labor policy constituted, from said date, namely, to-wit, December, 1940 to date, an agreement or contract between management and labor and that said agreement or contract has been continuing to the present date, with its provisions in full force and effect without substantial change and that no Complaint or Charge was filed within three (3) months after such agreement came into existence.

(4) That the rules of the National Labor Relations Board provided that a formal Complaint shall be filed in each case and that such a copy of the charge upon which the Complaint is based shall be attached to said Complaint; and that the only charge attached to the Complaint herein is the one entitled, "Third Amended Charge", filed April 8, 1944, and that any charges that may have heretofore been filed in this cause prior to the
32 "Third Amended Charge" cannot constitute a basis for the Complaint herein and cannot be considered thereunder.

(5) That Board's Exhibit No. 1 (c) purports to be a charge filed on February 15, 1943, charging that the Respondent, through its officers and agents, has been, and is, dominating and interfering with the formation and administration of the Intervenor and that such purported charge fails to conform to the rule of the Board in that it fails to allege and set forth a clear and concise statement of the facts, constituting the alleged unfair labor practices affecting Commerce and that, because of said failure, said charge is of no legal effect and that, in the event said charge above filed might be considered a proper charge filed in conformance with the rules and regulations of this Board, same was not filed within three (3) months after the effective date of the agreement between Respondent and Intervenor, entitled "Labor Relations Policy", which effective date was, to-wit, December, 1940.

(6) That should it be assumed that the "Appropriation Act" of Congress, placing certain restrictions on the 1943-1944 appropriations for the Board, should mean

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"without charge being filed", where the language "without Complaint being filed" is used (which interpretation Intervenor denies), still no charge was filed within three (3) months after the agreement between Respondent and Intervenor came into existence and designated Labor Relations Policy and marked "Board's Exhibit 22", nor was any charge of legal force and effect filed within three (3) months after the agreement between Respondent and Intervenor, dated February 11, 1943 and marked, "Board's Exhibit 34"; and that no charge, upon which this present proceeding is pending and upon which Complaint was filed, is of any legal force and effect other than the Third Amended Charge filed April 8, 1944 and attached to the Complaint filed herein.

(7) That the purported First Amended Charge, filed July 13, 1943, and the Second Amended Charge, filed July 14, 1943, contained new matters not, in any way, referred to or mentioned in the Purported original Charge filed herein and that such new matters, contained in said
33 First and Second Amended Charge, were filed with the Board more than three (3) months after the coming into existence of the agreement between Respondent and this Intervenor, designated "Labor Relations Policy" and marked, "Board's Exhibit 22" and also more than three (3) months after the execution and effective date of the written Agreement between the Respondent and this Intervenor, entered into February 11, 1943 and marked, "Board's Exhibit 34."

(8) That the Third Amended Charge, filed on April 8, 1944 and attached to the Complaint herein, contained new matters not referred to, in any way, in either the original Charge or the First or Second Amended Charge filed herein and that such new matters, forming the basis of a purported Charge, was filed more than three (3) months after the coming into existence of the agreement between Respondent and this Intervenor, designated "Labor Relations Policy" and marked, "Board's Exhibit 22" and also more than three (3) months after the execution and effective date of the written Agreement between the Respondent and this Intervenor, entered into February 11, 1943 and marked, "Board's Exhibit 34."

Wherefore, this Intervenor prays that an Order be en-

tered by this Honorable Board, dismissing the Complaint filed herein and upon which this proceeding is had, for lack of jurisdiction.

INDEPENDENT STEEL WORKERS' ALLIANCE,
Intervenor,

By E. V. CHAMPION, *Its Attorney.*

E. V. CHAMPION,
Attorney for Intervenor,
909–11 Alliance Life Bldg.
Peoria, Illinois.

34 BOARD EXHIBIT NO. 1–L

BEFORE THE NATIONAL LABOR RELATIONS BOARD,
THIRTEENTH REGION

Case No. 13–C–2069

IN THE MATTER OF KEYSTONE STEEL & WIRE COMPANY, A CORPORATION, AND UNITED FARM EQUIPMENT & METAL WORKERS OF AMERICA, C.I.O.

Motion to dismiss

Now comes Independent Steel Workers' Alliance, Intervenor, at the close of the evidence offered by the Board, and moves this Board that an Order be entered herein, dismissing this Complaint and assigns the following reasons therefor:

(1) That the proof introduced by the Board wholly fails to show, by any substantial evidence, that either the Intervenor or Respondent was, or is, engaged in or participating in any unfair labor practices, within the meanings of Section 8, Subsections 1, 2 and 3 of the "National Labor Relations Act", as charged in the Complaint or any part thereof.

(2) Other reasons.

Wherefore, Intervenor moves the Board that an Order be entered, dismissing said Complaint.

INDEPENDENT STEEL WORKERS' ALLIANCE,
Intervenor,

By E. V. CHAMPION, *Its Attorney.*

E. V. CHAMPION,
Attorney for Intervenor,
909–11 Alliance Life Bldg.,
Peoria, Illinois.

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35 RESPONDENT EXHIBIT NO. 19

BEFORE THE NATIONAL LABOR RELATIONS BOARD,
THIRTEENTH REGION

Case No. 13–C–2069

IN THE MATTER OF KEYSTONE STEEL & WIRE COMPANY, A CORPORATION, AND UNITED FARM EQUIPMENT & METAL WORKERS OF AMERICA, C.I.O.

Motion of respondent at close of evidence for order finding no violation of Section 8 (1) or Section 8 (2) of the Act

Comes now the Respondent, Keystone Steel & Wire Company, and moves the Board that an order be entered herein finding that the Respondent has not engaged in and is not engaging in unfair labor practice under Section 8 (1) or Section 8 (2) of the Act, as alleged in the Complaint, and for grounds of said Motion, alleges and states:

That the proof introduced herein fails to show by any substantial evidence that the Respondent has engaged in or is engaging in the commission of any acts or practices which constitute unfair labor practices within the meaning of Section 8 (1) or Section 8 (2), as alleged in the Complaint.

KEYSTONE STEEL & WIRE COMPANY,
By BAER, CLENDENIN & DAVIS,
SHELTON MCGRATH, *Its Attorneys.*

BAER, CLENDENIN & DAVIS,
SHELTON MCGRATH,
Alliance Life Bldg.,
Peoria, Illinois,
Attorneys for Respondent.

36 RESPONDENT EXHIBIT NO. 20

BEFORE THE NATIONAL LABOR RELATIONS BOARD,
THIRTEENTH REGION

Case No. 13-C-2069

IN THE MATTER OF KEYSTONE STEEL & WIRE COMPANY, A CORPORATION, AND UNITED FARM EQUIPMENT & METAL WORKERS OF AMERICA, C.I.O.

Motion of respondent at close of evidence for order finding no violation of Section 8 (3) of the Act

Comes now the Respondent, Keystone Steel & Wire Company, and moves the Board that an order be entered herein finding that the Respondent has not engaged in and is not engaging in unfair labor practice under Section 8 (3) of the National Labor Relations Act, as alleged in the Complaint, and for grounds of said Motion, alleges and states:

1. That the proof introduced herein by the Board fails to show by any substantial evidence that the Respondent in discharging the eight men named in Paragraph 9 of the Complaint and in refusing to reinstate such men, engaged in or is engaging in unfair labor practice.

2. That the evidence introduced herein affirmatively shows that the said eight men and each of them were discharged for refusing to go to work on the jobs assigned to them, and that the Respondent in discharging such men and refusing to reinstate them, did not in any way discriminate against them and did not interfere with
37 any rights guaranteed to said men by the National Labor Relations Act.

KEYSTONE STEEL & WIRE COMPANY,
By BAER, CLENDENIN & DAVIS,
SHELTON MCGRATH, *Its Attorneys.*

BAER, CLENDENIN & DAVIS,
SHELTON MCGRATH,
Alliance Life Bldg.,
Peoria, Illinois,
Attorneys for Respondent.

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BEFORE THE NATIONAL LABOR RELATIONS BOARD,
TRIAL EXAMINING DIVISION,
Washington, D. C.

Case No. 13–C–2069

IN THE MATTER OF KEYSTONE STEEL & WIRE COMPANY, A CORPORATION, AND UNITED FARM EQUIPMENT & METAL WORKERS OF AMERICA, C.I.O.

Mr. Leon Rosell, for the Board.
Baer, Clendenin & Davis, by *Messrs. Theodore C. Baer, Arleigh Davis* and *Shelton F. McGrath*, of Peoria, Ill., for the respondent.
Mr. E. V. Champion, of Peoria, Ill., for the Alliance.
Meyers & Meyers, by *Mr. Ben Meyers*, of Chicago, Ill., for the Union.

INTERMEDIATE REPORT.

STATEMENT OF THE CASE.

Upon a third amended charge duly filed on April 8, 1944,[1] by United Farm Equipment & Metal Workers
38 of America, affiliated with the Congress of Industrial Organizations, herein called the Union, the National Labor Relations Board, herein called the Board, by its Regional Director for the Thirteenth Region (Chicago, Illinois), issued its complaint on April 8, 1944, against Keystone Steel & Wire Company, Bartonville, Illinois, herein called the respondent, alleging that the respondent had engaged in and was engaging in unfair labor practices affecting commerce within the meaning of Section 8 (1), (2) and (3) and Section 2 (6) and (7) of the National Labor Relations Act, 49 Stat. 449, herein called the Act. Copies of the complaint and the third amended charge, together with notice of hearing thereon, were duly served upon the respondent, the Union, and Independent Steel Workers' Alliance, herein called the Alliance, a labor organization alleged in the complaint to be existing in violation of the Act.

With respect to the unfair labor practices, the com-

1. The original charge was duly filed on February 15, 1943, the first amended charge on July 13, 1943, the second amended charge on July 14, 1943.

plaint, as amended at the hearing,[2] alleged, in substance, that the respondent: (1) in or about September 1933, assisted and encouraged the formation of a labor organization among its employees, known as Keystone Employees' Association, herein called KEA, and continuously thereafter and until April 16, 1937, assisted and contributed financial and other support to, dominated and interfered with the administration of the KEA; (2) on or about April 16, 1937, assisted and encouraged the formation of a labor organization among its employees known as Independent Steel Workers' Alliance which is the successor to, the alter ego of, and in effect the same as the
39 KEA, and ever since that date the respondent has (a) urged and warned its employees to join and assist the Alliance, (b) fostered, promoted, and encouraged the formation and growth of the Alliance by permitting and encouraging solicitation for and other activities on behalf of, the Alliance on company time and property, (c) dominated and interfered with the administration of the Alliance, and (d) recognized the Alliance as the exclusive representative of the employees of the respondent without first securing adequate proof that the Alliance had been designated as such by a majority of the respondent's employees; (3) on or about February 11, 1943, entered into a written contract with the Alliance wherein it granted the Alliance exclusive bargaining rights; (4) since June 1942, advised, urged, threatened, and warned its employees to refrain from becoming or remaining members of the Union; (5) since June 1942, interrogated its employees concerning their union affiliation and made derogatory remarks about the Union; and (6) on or about May 28,

2. During the hearing, the Union filed with the Regional Director for the Thirteenth Region a fourth amended charge alleging, among other things, that the respondent in or about December 1940, promulgated a rule prohibiting solicitation on company time and property and that the respondent enforced the rule discriminatorily against the Union. Thereafter, Board's attorney moved to amend the complaint by adding to paragraph 11 thereof "and did on or about December 1940, promulgate and cause to be circulated among its employees a rule prohibiting all forms of solicitation including solicitations for labor organizations upon the Respondent's property and providing that violation thereof would be grounds for disciplinary action and, thereafter, said rule was used by Respondent to protect the Alliance and impede the Union's organizational campaign." The motion was granted over the objections of counsel for the respondent and counsel for the Alliance. The respondent then filed an "Amendment To Amended Answer" wherein it denied that the rule was enforced to protect the Alliance and to impede the organizational activities of the Union.

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1943, demoted and thereafter discharged Fred Raines, John Huber, Merle Davis, Virgil Woods, Edgar Partlow, Allen Pitchford, Thomas Hayes, and Jack White and since said date has refused to reinstate them, and each of them, to their former positions for the reason that they joined and assisted the Union and engaged in concerted activities with their fellow employees for the purposes of collective bargaining and other mutual aid and protection.

On April 20, 1944, the respondent filed an answer. On May 11, 1944, it filed an amended answer admitting the allegations of the complaint as to the corporate existence of the respondent and the nature, character, and extent of the business transacted by it and certain allegations with respect to the Alliance including the allegation that the respondent entered into a written contract with the Alliance on February 11, 1943. The amended answer also averred that the eight named employees were discharged because they refused to work in the department to which they were assigned and that the Board was without jurisdiction to hear and determine the issues regarding the legality of the Alliance on the ground that the proceedings herein were not brought within the time prescribed by the rider attached to the Federal Security Appropriation Act of 1944, Chapter 221, Public Law 135, 78th Congress. The amended answer denied its commission of the alleged unfair labor practices.

Pursuant to notice, a hearing was held on various days between May 15 and June 30, 1944, at Peoria, Illinois, before Howard Myers, the undersigned Trial Examiner, duly designated by the Chief Trial Examiner. At the opening of the hearing, the Alliance moved to intervene. The motion was granted without opposition. The answer filed by the Alliance denied, among others, the allegations of the complaint that the respondent assisted and encouraged the formation of the Alliance, dominated and interfered with its administration, or gave financial and other support to it. The answer also denied that the Alliance is the successor or alter ego of the KEA. The Alliance, at the opening of the hearing, filed an "Amendment" to its answer wherein it alleged that the allegations of the complaint with respect to it should be dismissed for the reason that the Board was without jurisdiction because

the proceedings were not timely. The Board, the respondent, the Union, and the Alliance were represented by counsel and participated in the hearing. Full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing upon the issues was afforded all parties. At the conclusion of the Board's case, counsel for the respondent moved to dismiss the complaint for lack of proof. The motion was denied. Counsel for the respondent then moved to dismiss all allegations of the complaint concerning the Alliance on the ground that the proceedings herein with respect to those allegations were not timely. A similar motion was made by the Alliance's counsel. Both motions were denied. At the conclusion of the taking of all testimony the respondent's counsel and the Alliance's counsel again moved to dismiss the allegations of the complaint concerning the Alliance. Respondent's counsel and the Alliance's counsel also moved to dismiss the complaint for lack of proof. Decisions on said motions were reserved. The motions are hereby denied. Board's counsel then moved to conform the pleadings to the
41 proof. The motion which was made applicable only to the correction of dates, names, and other minor recitals, was granted without objection. Oral argument, in which counsel for the Board, for the respondent, and for the Alliance participated, was heard at the conclusion of the taking of the evidence and is part of the record. The parties were granted leave until July 17, 1944, to file briefs with the undersigned. At the request of Board's counsel the time to file briefs was extended to August 15. Briefs have been received from Board's counsel, the respondent's counsel, and the Alliance's counsel. Counsel for the respondent filed a reply brief. On September 19, the undersigned entered an order granting the respondent's motion, copies of which were duly served upon all parties, to receive in evidence and make part of the record herein, a copy of a certain letter, dated December 4, 1942.

Upon the entire record in the case and from his observation of the witnesses, the undersigned makes, in addition to the above, the following:

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Findings of Fact.

I. *The business of the respondent.*

Keystone Steel and Wire Company, an Illinois corporation, owns and operates a plant, consisting of a steel mill and a wire mill, at Bartonville, Illinois, where it is engaged in the manufacture, sale, and distribution of semi-finished and finished steel products. The respondent's annual purchases of raw materials are in excess of $4,000,000, of which amount more than 50 percent was purchased and shipped to its plant from points outside the State of Illinois. During 1943, the respondent's sales of finished products amounted to more than $13,000,000, of which amount more than 50 percent was shipped to points outside the State of Illinois. The respondent does not contest the fact that it is engaged in commerce within the meaning of the Act.

II. *The organizations involved.*

United Farm Equipment & Metal Workers of America is a labor organization, affiliated with the Congress of Industrial Organizations, admitting to membership
42 employees of the respondent. Independent Steel Workers' Alliance is an unaffiliated labor organization admitting to membership employees of the respondent. Keystone Employees' Association was an unaffiliated labor organization admitting to membership employees of the respondent.

III. *The unfair labor practices.*

Domination of, interference with, and support of the KEA and the Alliance; interference, restraint, and coercion.

A. *Chronological statement of the facts.*

There is no evidence of the existence of any labor organization in the plant[3] prior to 1933. In September of that year, the KEA appeared. The idea of the KEA originated with the respondent. The "plan" under which

3. There are two plants of the respondent at Bartonville, a town approximately six miles from Peoria, Illinois, called, respectively, the steel mill and the wire mill. Hereinafter, the word "plant" refers to these two mills.

the KEA functioned bears the following preliminary caption:

> Plan of
> KEYSTONE
> Employees' Association
> As approved by the Temporary Committees elected by the Employees from their respective Departments and presented to the Management of the Company which has been approved by them.

The exact date when the plan was adopted or put into effect the evidence does not disclose. At any rate, as a result of a speech made by W. C. Buchanan, an official of the respondent, in September 1933, wherein he advised the employees "to form a union of their own [because] they could get along with the company a lot better than if they had an outside organization in the plant", a group of employees met in the plant and "nominated temporary officers until they got their organization going." Immediately the employees were solicited during working hours to become members of the KEA. The set-up provided for in the plan was a species of employee representation plans which sprang up throughout the country following the passage of the National Industrial Recovery
43 Act. It provided that the purposes of the KEA, which included collective bargaining, should be accomplished through representatives who shall be elected from the various departments. The representatives were required to be members of the KEA, employed in the department from which elected, employed by the respondent for a period of at least one year immediately prior to their nominations, twenty-one years of age or over, and an American citizen. The various representatives constituted the General Committee, the function of which is discussed below. The plan also provided that a representative "shall be deemed to have vacated office upon severance of his relations with the Company, or transferred from one [department] to another or upon his appointment to such a regular position as would" preclude him from being a representative.[4] The representatives and not the members, elected the chairman,

4. Officials of the respondent and those persons having the right to hire or discharge, or holding purely supervisory positions were not eligible to vote for or become representatives.

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vice-chairman, secretary, assistant secretary, a General Committee, Committee on Rules, and such other committees as the Rules Committee deemed necessary. The plan further provided that the respondent appoint a representative of management who, in conjunction with the Committee of Employees' Representatives composed the "Joint Committee."[5] The Joint Committees were empowered to select their own officers and arrange their own procedure. These joint committes met for, among things, collective bargaining. The procedure adopted under the plan could be amended "at any time by two-thirds votes of the entire membership of the Joint Committee on Rules, or by concurrent majority vote of the Employees' Representatives and of the Representatives of the Management at an annual conference." Sometime in 1935, the KEA adopted a constitution and by-laws. The record is silent as to the manner in which they were adopted and who prepared them. In the main, the constitution is substantially the same as the plan. Membership in the KEA did not carry with it the
44 obligation to pay initiation fees or membership dues and, in fact, none were asked or paid.

Employees representatives were paid for the time spent attending meetings of the joint committees and meetings of the employees' representatives. Moreover, the employees who attended KEA meetings were paid by the respondent at the rate of 50 cents per hour while attending KEA meetings. All meetings and other business of the KEA were conducted on the respondent's premises, with the respondent's permission. The respondent also permitted the KEA to maintain its offices, rent free, on company property. The respondent also set aside space for the holding of KEA committee and membership meetings. Although the membership met once a year, the employees were permitted to attend meetings of their respective departmental committees.

The situation above described did not cease with the passage of the Act on July 5, 1935, but, in general, continued thereafter. New employees were solicited to join the KEA on company time and property; the respondent

5. "Joint Committees" were those committees which were composed of representatives of the Committee of the Employees' Representatives and a representative of management.

continued to pay employee representatives for such work and for other work on behalf of the KEA; the respondent likewise continued to pay the employees at the rate of 50 cents per hour for the time spent by them at KEA meetings; supervisory employees were not only members of the KEA but were active on its behalf, and the KEA was permitted to maintain offices, and hold meetings therein on company property rent free. The respondent's aid to the KEA was manifested in other ways. Thus in 1934, the respondent outfitted the baseball team sponsored by the KEA. The cost of the uniforms and the necessary equipment cost the respondent about $490. In August 1935, the respondent set aside a portion of its property upon which the KEA built a baseball field and erected a grandstand for spectators.[6] The respondent furnished the necessary lighting equipment to enable the KEA baseball team to play games at night. Admission was charged to the
45 games, the receipts going into the treasury of the KEA. The respondent also granted the candy and soft-drink concession at the ball park to one of its employees on condition that 40 percent of the net profits be turned over to the KEA. All money received by the KEA was deposited by it in its bank account at the Bartonville Bank. Furthermore, the respondent permitted the KEA on company time and property, to sell tickets for dances and other social events sponsored by the KEA. The profits derived from the sale of these tickets were likewise deposited in its bank account. By these and in other ways the respondent indicated to the employees its desires to maintain and control the KEA.

Respondent's counsel conceded at the hearing that the respondent's connection with the KEA was a violation of the Act.[7] Of course, such violations could begin only with the time the Act became effective on July 5, 1935. It was understood at the hearing, moreover, that evidence concerning events preceding July 5, 1935, would be admitted only as showing background circumstances relevant to the unfair labor practices which were alleged in the complaint.

6. The respondent bore the cost of the materials necessary for the construction of the grandstand.

7. Were it not that the complaint alleged that the Alliance in 1937 became the successor to the KEA, it would have been unnecessary to go into detail with reference to the latter, the concession of respondent's counsel and the other admissions of sponsorship, support, donation of, and interference with the KEA being sufficient.

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Accordingly, the undersigned does not find that the incidents recited above which took place prior to the effective date of the Act were unfair labor practices as such, but does find that they are indicative of the respondent's attitude prior to the effective date of the Act and cast light upon its motives in connection with the activities alleged in the complaint.[8]

On April 12, 1937, the Supreme Court of the United States upheld the constitutionality of the Act. Sometime immediately following this decision, D. P. Sommer, respondent's vice-president and general superintendent called into his office the three officers and some of
46 the employee representatives of the KEA.[9] There, Sommer stated that the Act had made the KEA "unlawful" and therefore the respondent would no longer recognize it as the exclusive bargaining agent of its employees.[10] Immediately a campaign to save the KEA

8. Cf. *N.L.R.B.* v. *Pennsylvania Greyhound Lines, Inc., et al.*, 303 U. S. 261; *N.L.R.B.* v. *Pacific Greyhound Lines, Inc.*, 303 U. S. 272; *N.L.R.B.* v. *Newport News Shipbuilding & Dry Dock Co.*, 308 U. S. 241.

9. At that time Bruce Hogue was president of the KEA, Paul Cantrall its vice-president, Earl Lowman its secretary-treasurer, and James Mahannah its assistant secretary. Throughout the existence of the KEA, Lowman was its secretary-treasurer and, except for 1 year, Mahannah had been continuously its assistant secretary. It is significant to note that since the inception of the Alliance, Hogue has been president, Lowman its secretary-treasurer, and Mahannah its assistant secretary.

10. D. P. Sommer was the respondent's representative and acted as such during the existence of the KEA. The exact date of this meeting is not shown by the record. The respondent maintained that the meeting took place in March. Board's counsel maintained that it took place between April 12 and April 16. Sommer first testified that he believed the meeting was held in the latter part of March or early in April. After respondent's counsel showed him a copy of the respondent's president's report to the stockholders of the respondent for the year 1937, and called his attention to the following "In March, 1937, the Keystone Employees Association was disbanded and employees organized their own independent union, The Independent Steel Workers Alliance", Sommer then testified that the meeting took place in March. On the other hand, many witnesses for the Board, some of whom were hostile to the Board, testified that the meeting took place after the Supreme Court had upheld the constitutionality of the Act. Moreover, Sommer, in a letter to the Board dated May 20, 1939, stated:

> Early in April, 1937, at the time of the dissolution of the Keystone Employees' Association, our Company did advise the Association verbally that all financial or any other support would be immediately withdrawn. Unfortunately, we have no written record of the exact date of the withdrawal of this support. However, we are certain that it was previous to April 15, 1937.

It is reasonable to infer that the respondent would not discard an organization which it had supported for 2 years when the question of the legality of the Act was still pending before the Supreme Court. This is especially true, since the constitutionality of the Act had been rejected by several United States Circuit Courts of Appeals and several District Courts and none had decided to the contrary. The undersigned is convinced and finds that the meeting between D. P. Sommer and representatives of the KEA took place sometime between April 12 and 16.

was begun and attempts were made to revise its structure in order to comply with the Act's provisions. Following the meeting with Sommer, Hogue and the other officers of the KEA met with the members of the General
47 Committee.[11] The officers and representatives who were then in office decided to abandon the KEA and form a new organization.[12] Various types of organizations affiliated and unaffiliated, were discussed. It was finally decided that an unaffiliated union be formed to be called Independent Steel Workers' Alliance. The officers and representatives of the KEA did not resign. They became the organizing committee of the Alliance. They immediately solicited membership for the newly organized union on company time and property.[13] They met on April 16, 1937, and appointed a committee to draft the constitution and bylaws.[14] They again met on April 21, 1937, and appointed temporary officers.[15] At this second meeting Hogue stated:

"Since we had our first meeting last Friday, we have proceeded just as was authorized for us to do at that meeting. The Committee on Constitution and By-Laws have prepared a constitution, with the advice of our counsel, for your approval. By-Laws are still in a formative stage. We do not want to bind ourselves to these rules until we are sure they are right. Our duty now is to hear the constitution and by-laws, make any changes which are deemed necessary, and approve the constitution and the by-laws up to a certain point. We can approve the Constitution, if it is satisfactory. Then we can go

11. This Committee was the governing body of the KEA. It was composed of the chairmen of the various department committees. Each department, except in some instances where several small departments were combined, elected three representatives. The representative who received the largest number of votes in his respective department became chairman of that department's committee.

12. It is not clear how many representatives attended this meeting.

13. One Board witness testified and the undersigned finds, that during the organization campaign of the Alliance, the members of the organizing committee signed the employees "in the foreman's office any place they would (sic) contact a fellow. It was general. It happened every day for a while."

14. This and all subsequent meetings were held off the respondent's property. For several months after the formation of the Alliance, it occupied the former offices of the KEA. The Alliance, however, paid the respondents $10.00 per month rent commencing April 15, 1937.

15. The officers of the KEA were appointed temporary officers of the Alliance.

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ahead and have our temporary officers be instructed to notify the management of the Keystone Steel & Wire Company, that we have a regular organization, legal in every respect, with a certain percentage of membership of the eligible persons to such membership, and ask for the right to use the plant bulletin boards for dis-
48 tributing information to our members. We have, up to this time, been under a severe handicap by not being able to tell the men what we are going to do. Many of you do not know as yet, what you have the right to know about what is to be done. I think you will all have a clear picture of what we will have in the future, when the constitution and by-laws are read to you today."

At this meeting of April 21, which was attended by sixty-one members of the organizing committee[16] and a number of visitors[17], the constitution, which had been prepared by the committee appointed at the April 16 meeting, was adopted. Also at this meeting, the first four chapters of the by-laws, which likewise had been prepared by the aforesaid committee, were adopted. An examination of the minutes of the Alliance fails to show any evidence that the constitution and the by-laws were ever submitted to the membership for consideration, approval, or adoption.

At a meeting held on April 27, 1937, Hogue, as temporary chairman of the Alliance, was authorized by the KEA representatives to appoint a temporary Wage Committee and Seniority Committee "so these Committees may contact the management . . . to arrange for temporary contracts, agreements, etc., until such time as duly elected and permanent committees can make such permanent contracts and agreements . . ."[18] Accordingly, Hogue appointed to these committees members of the organizing committee, who were as stated above, the officers and representatives of the KEA. He also appointed to a newly formed Rules Committee four members of the organizing committee.

On April 28, pursuant to Hogue's written request of

16. This committee was composed of KEA committeemen.

17. Presumably employees of the respondent.

18. On April 22, Hogue wrote Sommer a letter wherein he stated that the Alliance represented 80 percent of all the persons employed by respondent and requested that Sommer meet on April 28, with the officials of the Alliance for the purpose of bargaining collectively.

April 22, the respondent's officials met with the temporary officers and the members of the temporary committee on Wages and Working Conditions. For some reason not disclosed by the record, the persons who appeared at this meeting as members of the committee were not the
49 persons selected by Hogue on April 27, but were the persons who composed the Wage Committee of the KEA. According to Sommer, Hogue, or one of the representatives opened the meeting by presenting "quite a large stack of cards, application cards,—I assume they were applications,—as proof of the number of members that they had signed up, and asked that we recognize this organization as the bargaining agent for our employees, and after some discussion, we agreed to recognize them" as the exclusive bargaining representative for all the persons then employed at the plant. Sommer admitted that no one on behalf of the respondent counted the cards or checked the signatures thereon. Besides recognizing the Alliance as the exclusive bargaining agent, the respondent granted the Alliance use of the respondent's bulletin boards after Hogue stated that the Alliance was "handicapped in our organizational work by not having the use of plant bulletin boards." The respondent also agreed that it would not allow any other labor organization to use the bulletin boards.

The constitution and by-laws of the Alliance, in the main, are substantially the same as the constitution and by-laws of the KEA, except that all references of participation by the respondent therein were deleted. It is sufficient to say here that the basis of the KEA constitution—the Keystone Plan—had not been materially altered.[19] The Alliance's constitution and by-laws, so far as here material, in substance include the following: The offices of president, vice-president, and secretary-treasurer, and three committeemen from each department were established, all to be elected annually by secret ballot of the entire membership;[20] eligibility to these positions was limited to Alliance members who are not members of any

19. In 1940, the constitution and by-laws were amended. The amendments are minor in character.

20. In some instances, as under the KEA, several small departments were consolidated. This consolidated department would select three committeemen.

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other labor organization, American citizens, and 21 years of age or over; the chairmen of the department committees, those who received the largest number of votes in their respective departments, constituted the General Committee; this committee, together with the officers of the Alliance and the members of the standing committees,[21] who were appointed by the president, was the governing body and all contracts and adjustments were subject to its approval; company officials and persons having the right to hire or discharge were not eligible for membership, however, any supervisor or leader may join;[22] an officer or a committeeman who is promoted to temporary foreman "shall immediately become inactive as officer, or committeeman for the time he holds the job as foreman"; department committeemen shall be deemed to have vacated their office upon leaving their respective departments; dues at the rate of 25 cents per month are charged; and membership meetings to be held annually.

At no time were the employees ever advised by the respondent, or by anyone else, that the respondent had withdrawn its support from and connection with the KEA, nor were the employees informed by anyone connected with the respondent that the respondent had decided to no longer recognize the KEA as the exclusive bargaining agent of the employees. Many witnesses testified that they were informed sometime between March and May 1937, that the KEA was dissolved and that the Alliance, a new organization was being formed. From the record, it does not appear that the employees were informed that the Alliance did not have the favor and support of the respondent, like the KEA had. During the formative stages of the Alliance, and to a lesser extent thereafter, KEA committeemen and officers went around the plant and openly solicited employees for membership in the Alliance. A great many supervisory employees, including some foremen and assistant foremen, joined the Alliance at its inception, or shortly thereafter. A large number of supervisory employees, or persons regarded as

21. The standing committees—Rules, Wages, and Seniority—are composed of two Alliance members from the steel mill and two members from the wire mill.

22. Although Hogue testified that employees of any company were eligible to join the Alliance, actually, only employees of the respondent are members.

such by the employees, are still members of the Alliance.
51 The respondent had knowledge that these persons were members because from June 1937, to date the respondent has been checking off membership dues for all members of the Alliance.

On May 4, 1937, the KEA bank balance of $228.53 was transferred to the bank account of the Alliance. This transfer was made at the direction of the temporary General Committee of the Alliance.[23]

At a meeting of the temporary General Committee held on May 4, 1937, permanent officers were nominated.[24] Hogue was nominated for president, Cantrall and Ben Brink for vice-president, Lowman for secretary-treasurer.[25] Although James Mahannah, chief clerk in the wire mill, was never elected to the office of assistant-secretary[26] he has held that position since the inception of the Alliance. At the election held shortly after May 4, Hogue, Cantrall, and Lowman were elected to the offices to which they were nominated.[27]

About June 1942, the Union began to organize the respondent's employees. During that month, practically the entire 26 employees in the fabric department of the wire mill had joined the Union. The Union's activities were not confined to that department, and employees in other departments soon joined the Union. With the advent of

23. Lowman testified during the morning session of the first day of the hearing that the funds were transferred pursuant to instructions of the Alliance's temporary General Committee. During the afternoon session, on cross-examination by counsel for the Alliance, Lowman testified "at that time [May 4] we had no committees formed yet" and that he transferred the funds upon orders from "a group of men associated with the ball club." At the April 27, 1937, meeting of the Alliance temporary committees were formed and functioned prior to May 4, the day of the transfer. The funds from the ball club, moreover, were comingled with other funds of the KEA and surely Lowman would not have transferred the entire bank account of the KEA upon orders from "a group of men associated with the ball club." By this finding the undersigned is not imputing that Lowman changed his testimony at the suggestion or on behest of any attorney for the parties herein.

24. Under the by-laws the General Committee is empowered to nominate a slate. Any member who desires to run for an office in opposition to the nominee selected by the Committee, may do so by obtaining the signatures of 150 members to a nominating petition.

25. At the time of the dissolution of the KEA, Hogue was its president, Lowman its secretary-treasurer, and Cantrall its vice-president.

26. It is to be noted the constitution and by-laws do not provide for an assistant secretary.

27. The election tally sheets show that these candidates defeated their opponents by substantial margins.

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the Union, the respondent's support to the Alliance
52 increased and its antipathy for an "outside union" became more apparent. Thus, the respondent permitted the Alliance's officers, committeemen, and members to solicit membership on company time and property. On the other hand, whenever it came to the respondent's attention that an adherent of the Union was soliciting for the Union, he was threatened by the respondent with discharge for violating the respondent's rule against solicitation.[28] On several occasions, the fact that solicitation on behalf of the Alliance was being carried on by Alliance adherents on company time and property was brought to the attention of the respondent, but the respondent sat idly by and did not attempt to stop the solicitation.[29] In addition, several Union members were falsely accused, and threatened with discharge, by Superintendent Moritz for violating the non-solicitation rule.

Other and further support was given the Alliance by the respondent. For example, on June 13 or 14, 1942, at a meeting held by the Union, John Huber was elected temporary president. On June 15, Huber, as a member of the Alliance Seniority Committee attended a meeting of that committee in Sommer's office. Hogue also was present. During the meeting, Sommer turned to Huber and said that he had heard that the Union had held a meeting on June 13 or 14, which was attended by 17 employees, whose names Sommer did not then know but expected to obtain them that night.[30] Shortly after the noon lunch hour of the next day, or the day following, Hogue, who worked on the night shift, appeared at the plant in his street clothes

28. The rule, which was promulgated in 1940, but which was never enforced until the Union appeared in the plant, prohibits any form of solicitation on the respondent's premises. The superintendent of the wire mill, John Moritz, testified that the rule only applied to solicitation for labor unions. He further testified that prior to June 1942, he had warned an employee that if he did not cease soliciting he would be discharged. Moritz could not remember for what labor union this employee, whose name Moritz could not recall, was soliciting. This employee could not have been soliciting for the Alliance because no solicitor for that organization was ever interfered with.

29. It should be noted, however, that during December 1943, Foreman Brown ordered the removal of an Alliance ballot box from one of the departments in the wire mill, which an Alliance committeeman had set up in that department for the purpose of determining the desires of the Alliance's members with respect to a change of working conditions sponsored by the Alliance.

30. Seventeen employees did attend the meeting of June 13 or 14.

and went to Huber's department where he carried
53. on a conversation with Huber lasting about 30 minutes during which Hogue told Huber that he had been informed that he belonged to the Union and asked Huber whether that information was correct. Huber replied that he did not belong to the Union. On June 20, Huber received a letter from Moritz stating that if he did not cease soliciting membership for the Union "drastic action will have to be taken."[31] On or about June 23, Huber received a letter from Hogue stating that charges had been filed against Huber because of his dual membership, requesting Huber to resign from the Alliance Seniority Committee, and informing Huber that a hearing would be held on July 6, regarding the charges filed. Huber did not attend the hearing and he was expelled from the Alliance. Sometime in 1942, foreman Newbury went to the Union's offices in Peoria for the purpose of obtaining certain information. Several days later, Al Sommer, the superintendent of the steel mill, called Newbury into his office and there, in the presence of Ed Reyer, the superintendent of the laboratory, O. T. James, foreman of the road dock, Sommer questioned Newbury as to whether he was "talking to the men about the CIO." Newbury replied that he had talked to some of the employees about the union activities at a certain plant at which his son worked and that he had not spoken to the employees about the Union's activities at the respondent's plant. Al Sommer then said according to Newbury, we have "an organization here and we are going to maintain that organization right now."[32]

By letter dated November 17, 1942, Moritz informed Hogue that he had received word that two or three employees of the Nail Department had thrown their Alliance buttons into a scrap can and that upon receiving this information he asked the acting foreman of that department to investigate the matter for him. In this letter to Hogue, Moritz quoted the report which he received from the acting foreman. The report is as follows:

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31. At about this time, or shortly thereafter, other members of the Union received letters from Moritz threatening discharge for soliciting for the Union.

32. Al Sommer's version of that conversation is somewhat different from that of Newbury. The undersigned accepts Newbury's version because Newbury was an honest witness. Al Sommer did not so impress the undersigned.

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54 "In regard to the men throwing their Alliance buttons away, I was told by one of the men that this happened three or four weeks ago. It has always been customary, when we are short of help, to take men off jobs where the kind of nails and tonnage would effect us the least, which normally is the 4D machine jobs. On these machines the regular helpers are Byrne, Molleck, Cramer, Maple, Girdzus and Keil. Maple and Molleck never complain much when they are taken off of their regular jobs but Byrne, Cramer, Girdzus and Keil at times have seemed more or less disgusted.

Keil said that he was one of the men who threw the Alliance button away. I asked him why he did, and he said because he was too disgusted being taken off his regular job so often, although he did say that he didn't mean anything by doing this, and also that he realized that there wasn't anything we could do about it, and said he felt that the other fellows who threw their buttons away felt the same as he did.

It seems as though some of these men understood that when they bid on a job and got it they would not be taken off, however, this naturally was a misunderstanding on their part, and even though these men do continue to get disgusted, there isn't anything we can do about it, when other men lay off or if we are short of help, so I just can't see any way to remedy this situation."

Moritz concludes the letter by saying, "I just thought, Bruce, that you would appreciate having this information."

Another letter by Moritz enclosing another "bit of information" which Moritz thought Hogue would be interested in was sent on December 15, 1942. Therein Moritz stated:

"• • • for your information, Mr. Herb Romen, Superintendent of the Northwestern Steel & Wire Company, called me this morning, so I took advantage of the opportunity to ask him about their working schedule, and he informed me that after the C.I.O. had gained a sole
55 bargaining agreement with the Company, that the C.I.O. had learned from a former Keystone employee, who was then and still is working at Northwestern, about the 4-day off schedule that we had in force here, and that the C.I.O. immediately requested Northwestern Steel

& Wire Company to adopt this same schedule, which the Company agreed to do."[33]

One of the leaflets distributed by the Alliance during the Union's campaign was described as quoting Moritz to the effect that Huber had informed him that the Union's members in the fabric department were "laying down" on the job. In December 1942, Huber rebuked Moritz for allowing himself to be quoted in what Huber described as a "smear campaign" of the Alliance. Huber testified that Moritz admitted having made the quoted statement to Hogue and that Moritz further described the CIO as "one of the rackets in the world" and told Huber that if he "would just keep on with some more of the things that he had said in [the Union's] meetings [he] would not get very far with it." When Huber asked Moritz how he knew what was said in the meetings, Moritz corrected himself and stated that he meant the Union's paper instead of the Union's meetings."[34]

The record contains a larger amount of undenied testimony, which the undersigned credits, to the effect that numerous supervisory employees made disparaging remarks about the Union. Other foremen made statements to persons under their supervision which had the effect of belittling the Union. For example, Homer Coward, a credible witness, testified without contradiction that while he had some of his fellow employees were discussing the Union, their foreman, Steve Conway, passed by and asked the group "What do you want with the C.I.O. here." Clyde Milan, a credible witness, testified without contradiction that he was asked by his foreman, Emil Hoffman, whether he had been "sucked" into "the C.I.O."

56 By letter dated December 1, 1942, the Union advised the respondent that it represented a majority of the respondent's production and maintenance employees and requested an appointment to discuss a collective bargaining contract. The respondent by letter, dated Decem-

33. The Union members were objecting to the "4-day off schedule" which was then in force in some of the respondent's departments.

34. Moritz admitted having a conversation with Huber wherein Huber complained about the Alliance's "smear campaign," but denied making any disparaging remarks about the Union. Moritz testified that he could not recall telling Hogue that Huber had told him about the men in the fabric department, but thought that he made the statement at one of the meetings he held with an Alliance committee.

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ber 4, 1942, advised the Union that the respondent could not comply with the Union's request for recognition because the Alliance was the collective bargaining representative of the employees, and further the respondent had no evidence that the Union represented a majority of the employees. On February 11, 1943, the respondent entered into a written collective bargaining contract with the Alliance. This was the first written collective bargaining contract entered into between the parties. Since its inception the Alliance had constantly demanded that the respondent enter into a written collective bargaining contract. The respondent had always refused to do so. The respondent based its refusal on the ground that no other "little steel" company signed a contract with a labor organization.[35]

B. *Concluding findings.*

The respondent originated the KEA. It permitted organizational and other meetings to be held in the plant. KEA representatives were aided in soliciting membership. The representatives, officers, and members were paid by the respondent for the time spent by them at KEA meetings. The structure of the KEA indicated the respondent's control through the joint committees. The employees were limited in their free choice of representatives. Membership conferred only the right to vote in an annual election of representatives. Officers were elected by the representatives and not by the members. Direct control over the functioning of the organization was effected, not only through the management representative, but also by the respondent's power to unseat any elected representative by transferring him to another department of the plant or discharging him. Finally, since there was no provision for dues or other form of self-financing, the respondent was in a position to assure its domination over the KEA by subsidizing it. This it did by permitting KEA meetings and other business to be transacted on company time and property and by paying the officers,

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35. In December 1940, the respondent published and distributed a "Statement of Labor Relations Policy" wherein it recognized the Alliance as the exclusive collective bargaining agent for the employees. Although the "Statement" declares that the "policies" therein set forth have been approved by the Alliance's Rules Committee, it further states that the "policies" are subject to change by the respondent any time it so desired.

representatives, and members for time spent on KEA business. The entire record indicates that the KEA was formed, existed, and functioned only through the respondent's control, participation financial support, and sufferance. In short, the KEA was typical of a management device which flourished immediately prior to the enactment of the Act as a substitute for collective bargaining, and which has repeatedly and consistently been held by the courts to be an outlawed form of labor organization.[36]

Under these circumstances, the duty of the respondent was plain. In commenting upon similar cases decided by the Supreme Court,[37] Judge Learned Hand in *Western Union Telegraph Company* v. *N.L.R.B.*[38] said:

"The theory on which the Supreme Court went, as we understand it, was that an unaffiliated union, known for long to be favored by the employer, carries over an advantage which necessarily vitiates its standing as exclusive bargaining agent. It cannot remain such until measures are taken completely to disabuse the employees of any belief that they will win the employer's approval if they remain in it, or incur his displeasure if they leave."

The respondent's duty in connection with the formation of another organization at the time the KEA was dissolved was also plain. As the Court said in the *Western Union* case, an "absolute and public cleavage between the old and new" was necessary. In the *Westinghouse*
58 *Electric* case,[39] Judge Learned Hand, commenting on the disestablishment order in the *Newport News* case, *supra*, said:

"The reason for this was that, although the new union would be lawful, if freely formed, it had in fact arisen

36. Cf. *N.L.R.B.* v. *Newport News Shipbuilding & Dry Dock Co.*, 308 U. S. 241, 244; *N.L.R.B.* v. *Baldwin Locomotive Works*, 128 F. (2d) 39, 48 (C. C. A. 3); *Bethlehem Steel Co.* v. *N.L.R.B.*, 120 F. (2d) 641, 644-645 (App. D. C.); *Bethlehem Shipbuilding Corp.* v. *N.L.R.B.*, 114 F. (2d) 930, 936-937 (C.C.A. 1); cert. dismissed on motion of Petitioner, 312 U. S. 710; *N.L.R.B.* v. *American Rolling Mill Co.*, 126 F. (2d) 38, 40-41 (C. C. A. 6); *N.L.R.B.* v. *Swift & Co.*, 108 F. (2d) 988, 999 (C. C. A. 7).

37. *N.L.R.B.* v. *Greyhound Lines, supra*; *N.L.R.B.* v. *Newport News Shipbuilding Company, supra*; and *N.L.R.B.* v. *Falk Corp.*, 308 U. S. 453, 461.

38. 113 F. (2d) 992 (C. C. A.).

39. *Westinghouse Electric Mfg. Co.* v. *N.L.R.B.*, 112 F. (2d) 657 (C. C. A. 2), aff'd *per curiam* 312 U. S 660.

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out of the earlier organization, and the company had done nothing to mark the separation between the two, and publicly to deprive the successor of the advantage of its apparently continued favor. * * *

"* * * the employees at large had not been advised that the company was wholly indifferent whether they joined the new union, and that, as it might, and probably did, appear to be a successor of the old, the separation should have been made plain, and with it the discontinuance of any continued countenance from the employer. The theory is that in cases such as this, where an unaffiliated union seems to the employees at large to have evolved out of an earlier joint organization of employer and employees, the Board may take it as datum, in the absence of satisfactory evidence to the contrary, that the employees will suppose that the company approves the new, as it did the old, and that their choice is for that reason not as free as the statute demands."

Here, the respondent did nothing to "disabuse the employees" of their belief, it not only made no "public cleavage" but, in other ways, conveyed exactly the opposite impression. The process of transition from the KEA to the Alliance was done by employees who had previously demonstrated their willingness to submit to the respondent's wishes in this connection. The significance of the duplication of personnel coupled with substantial continuity of existence was noted by the Court in *International Association of Machinists* v. *N.L.R.B.*, 110 F. (2d) 29 (App. D. C.) aff'd 311 U. S. 72, as indicative of continued company domination.[40] The constitution and by-laws adopted by the representatives (the KEA officers and committeemen) provided the Alliance with an operating structure essentially identical with that of its predecessor, the KEA. Like the KEA, the Alliance bases its selection of representatives on departments; pro-
59 vides for forfeiture of the office of representative upon transfer from one department to another, or upon termination of employment with the respondent. In fact, the only gesture made in the direction of differentiating the Alliance from its illegal predecessor was to provide for the payment of initiation fees and dues and

40. See also *Texas Co.* v. *N.L.R.B.*, 119 F. (2d) 23 (C. C. A. 7).

the elimination of the provision for company representation."[41] In the proceeding herein, not only was there no interval in the transfer of allegiance, no "line of fracture" but there was an actual overlapping between the dissolution of the KEA on the one hand and the formation of the Alliance on the other, even including the actual transfer of funds belonging to the KEA to the Alliance.

The respondent not only failed to disassociate itself from the KEA, but encouraged and assisted in its revision. Solicitation for membership in the Alliance on company time and property was permitted by the respondent, while, on the other hand, refusing that permission to the Union. Assistance was also furnished in other ways more fully set forth above.

The respondent contended that its non-solicitation rule has been in existence since December 1940. However, the evidence reveals that the rule was not enforced until the Union came into the plant. Then the respondent forcibly brought to the attention of its employees the rule in question by threatening to discharge certain Union members for violating the rule. Moreover, the respondent did not enforce this rule impartially, but, so far as the record reveals, only against the Union. It permitted, on the other hand, members of the Alliance to use its premises and its time to secure members for that organization. Furthermore, the rule was not limited to working hours, nor to places in the plant where the respondent's work or business was being performed. The Board and Courts have held on numerous occasions that an employer may promulgate and enforce non-discriminatory reasonable rules designed to maintain discipline within its establishment. The employer, however, may not
60 further encroach upon the rights of his employees under circumstances which present no clear or convincing expectancy that such activities will affect the discipline of the employees in the performance of their work. The respondent's employees during working hours have certain rest periods, besides their lunch hours, which they usually spend in the locker rooms or elsewhere in the plant. During those rest periods and during their

41. The record is silent as to the amount charged for initiation fees. At the inception of the Alliance, the initiation fees were waived. The dues are 25 cents per month.

lunch hours, and while on the respondent's property the employees admittedly and naturally talked to each other about many and varied subjects of mutual interest, including discussions regarding the Union and unionism in general. The record also discloses no decline in discipline, efficiency, or sales since the advent of the Union. Recently, the Board had before it a case[42] regarding the enforcement of a non-solicitation rule. In its decision the Board stated:

"The Act, of course, does not prevent an employer from making and enforcing reasonable rules covering the conduct of employees on company time. Working time is for work. It is therefore within the province of an employer to promulgate and enforce a rule prohibiting union solicitation during working hours. Such a rule must be presumed to be valid in the absence of evidence that it was adopted for a discriminatory purpose. It is no less true that time outside working hours, whether before or after work, or during luncheon or rest periods, is an employee's time to use as he wishes without unreasonable restraint, although the employee is on company property. It is therefore not within the province of an employer to promulgate and enforce a rule prohibiting union solicitation by an employee outside of working hours, although on company property. Such a rule must be presumed to be an unreasonable impediment to self-organization and therefore discriminatory in the absence of evidence that special circumstances make the rule necessary in order to maintain production or discipline."

The respondent called as witnesses a great many employees, and offered to call about 900 others, in
61 order to establish that these employees joined the Alliance of their own free will and accord, or not to join, either the Alliance or the Union by anyone connected with the management, and that to their knowledge no other employees were coerced or encouraged to join or not to join either organization. In view of the above findings concerning the respondent's acts, this evidence of the effect or lack of effect of such acts upon indi-

42. *Matter of Peyton Packing Company, Inc.* v. *N.L.R.B.*, 49 N.L.R.B. 828, aff'd 142 F. (2d) 1009 (C. C. A. 5).

vidual employees or particular groups of employees is not conclusive on the issue whether or not the respondent in fact interfered with, dominated, or contributed support to the Alliance. Moreover, by virtue of the respondent's support of the Alliance, it has not been a free representative of the respondent's employees and this testimony does not tend to show that it is capable of becoming such a free representative.

The respondent and the Alliance maintained that the Alliance was a militant organization, free from company domination or interference, and for that reason the Alliance should not be disestablished. It is true that at times the Alliance did act independently of the respondent and for the benefit of its members. The fact that the Alliance achieved a measure of success cannot, and does not, cleanse the Alliance from its illegal taint.[44] The effects of the respondent's support has not been dissipated and the Alliance has continued to operate as a bar to the freedom of self-organization guaranteed by the Act.

The undersigned finds that the respondent, by the above-described course of conduct, has dominated and interfered with the formation and administration of Keystone Employees Association and Independent Steel Workers' Alliance and has contributed support to them, and by these acts and by making anti-union statements, by permitting the Alliance to solicit members on company time and property, while denying that privilege to the Union, and by the extension to the employees' own time of the prohibition against union solicitation, has thereby interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

62 C. *The alleged discriminatory discharges.*

The complaint, as amended at the hearing, alleged that the respondent on May 28, 1943, demoted eight named employees and thereafter discharged them because they, and each of them, had joined and assisted the Union and had engaged in other concerted activities with other employees for the purposes of collective bargaining and other mutual

44. *N.L.R.B.* v. *Newport News Shipbuilding, supra; N.L.R.B.* v. *Link-Belt Company*, 311 U. S. 584; *Westinghouse Electric* v. *N.L.R.B., supra; International Assn. of Machinists* v. *N.L.R.B., supra.*

aid and protection. The respondent's amended answer denied that the said eight employees were demoted. The amended answer averred that they were discharged for refusing to do the work assigned to them.

These eight employees were employed in the fabric department of the wire mill. Sometime in 1939 or 1940, the respondent fixed that department's normal force[45] at 32 men. Shortly after the United States entered the war, the production in the fabric department was materially reduced because the Government placed the material there produced on the non-essential list for civilians. By May or June 1942, the normal force in the fabric department had been, through resignations from respondent's employ or through men going into the armed forces, reduced to 26 men. Nevertheless, by May or June there was not sufficient business in the fabric department to necessitate the retention of the 26 persons and the respondent, instead of laying-off some employees or assigning them to other departments,[46] divided the work in that department. Due to contracts received by the respondent from the Government, the work in the respondent's patenting department increased so that by May or June more men were needed in the patenting department. Accordingly, the respondent divided the work in the fabric department with the men there employed and sent to the patenting department the men for whom there was no work in the former department. This arrangement was a source of much concern to the respondent. The fabric men did not desire this
63 arrangement because they could not earn as much money in the patenting department as they earned in the fabric department. In fact, some employees informed Moritz that they did not care to work in the patenting department and would be satisfied with whatever work they could obtain in the fabric department. The record shows that the work in the patenting department was more laborious, tedious, and dangerous than that in the fabric department. In fact, in a short space of

45. By "normal force" is meant the fixed number of employees who would get a certain and established amount of work in that department before new men or men of lesser seniority would be given work in that department. In 1939 or 1940, the respondent fixed the normal force in each department in the plant.

46. Department, not plant, seniority prevails.

time, four fabric department men were injured while working in the patenting department. The foremen and the employees of the patenting department also complained to Moritz about this arrangement. The foremen complained that production suffered due to the shifting of the fabric department men every few days. The patenting department's normal force complained because due to the shifting of the fabric department men, they, the patenting department men, were not able to turn out sufficient products to warrant them obtaining their usual bonuses.

For about six months prior to May 23, 1943, Moritz attempted to induce the fabric department men to agree to reduce the size of its normal force and to allow him to assign some of them either to the hot house or to the patenting department.[47] The men were adamant in their refusal to consent to such reduction or transfer.[48] On May 14, Moritz wrote Hogue the following letter:

"We are still bothered with complications in our Patenting Department as a result of Fabric Department men working three days in the Fabric Department and then three days in the Patenting Department. It causes a lot of confusion and certainly hampers production, for it is only logical to assume that men can be more efficient where they are steadily employed on a particular job.

"I appealed to you and the Department Committee very urgently in December for the Fabric Department to vote on a proposition to give the oldest men the maximum amount of time in the Fabric Department,
64 and let me have the rest of these men with the assurance that they would receive the same hours of work in some other place in the Mill as the older men in the Fabric Department received in the Fabric Department.

"Naturally I could not guarantee these newer men the same earnings as they would make in the Fabric Department but for example, had that rule gone into effect at

47. For the past several years it has been the respondent's policy to allow the men in the department to decide whether the normal force should be reduced. The same is true before a drastic change in working conditions is put into effect.

48. It was clearly understood by the men in the fabric department that if the normal force was reduced it would be done in accordance with seniority.

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that time, everyone of those men that would have come out of the Fabric Department at that time, if they had applied themselves, would have had jobs in the Drawing or the Patenting Department, which, would have made them equally as much money, or more than they had been making. The proposition was turned down, however, and as I see the picture, both the men and the Company have been the losers, but I really believe the men were hurt far more than the Company, and now we are still faced with about the same condition.

"I am wondering if you will revive this thought and see what can be done—the proposition remaining the same which is to give whatever men are needed in the Fabric Department six days according to their seniority, and the rest of the men we will use in some other place in the Mill, which, under present conditions would place them all in the Patenting Department. This rule to be only temporary for the duration, or if you or the men would so prefer, we could make it for a 90-day period at a time.

"The sole thought involved is to get out the maximum amount of production per man between the two Departments."

On May 15, Hogue, by letter, communicated to the men in the fabric department the contents of Moritz's letter.[49] On or about May 24, the Alliance members of the fabric department voted to reject Moritz's suggestion.[50] Moritz was immediately informed of the employees' deci-
65 sion. He then conferred further with Hogue in an effort to have Hogue use his influence with the men in that department. Either on May 27 or 28, Hogue's son, Glenn, a fabric department employee, and an Alliance Committeeman, circulated a petition among the fabric department men, which stated that the normal force providing the men transferred did not lose their fabric department seniority. A majority of the fabric department men signed the petition.[51] On May 28, the petition

49. Accurately, Hogue's letter was sent to the Alliance's committeemen of the fabric department, but all the employees of that department were immediately advised of the contents of the letter.

50. Although most of the men in the fabric department were members of the Union, all but a few were also members of the Alliance.

51. Some Board's witnesses testified that they signed the petition under a misapprehension, thinking that, from what Glenn Hogue had told them, the men with the least seniority were willing to be transferred.

was presented to Moritz. He testified that before the receipt of the petition he had decided to reduce the fabric department, and, therefore, the petition played no part in his determination. He also testified that it was the respondent's policy to pay no attention to petitions submitted by employees. Moritz further testified that on May 28, he told Hogue and the fabric department committeemen that he had decided to reduce the fabric department normal force to 16 men and transfer the remaining 10 men to the patenting department; that the men transferred would not lose their fabric department seniority; that the new schedule would be put into effect the following week; that Hogue and the committeemen requested as long as the change was going to be made, that it be made at once; and that he thereupon recalled the schedule which had been posted earlier that day and posted a new schedule, which showed that the normal force was reduced to 16 men and the 10 men with the least seniority were transferred to the patenting department.

The Union members in the fabric department, when they realized the purport of the petition, which some of their co-members had signed, and when they also realized that the Union's president, its recording secretary, and its chief steward were among those to be transferred, circulated a petition on June 1, which, in effect, was a revocation of the petition circulated by the Alliance. The Union's petition was signed by 17 fabric department men, including many who had signed the Alliance petition. Eight of the
66 ten men transferred refused to work in the patenting department and remained away from the plant.

On June 1, Moritz posted a notice in the fabric department which stated that the men transferred would retain their fabric department seniority, would be permitted to return to that department as soon as work there warranted it, and they would "also be building up seniority in the Patenting Department." Later that day or on June 2, Huber, the president of the Union, requested Moritz to fix a time so that he and a committee from the Union could discuss the reduction of the normal force. Moritz made the appointment for June 5. At the appointed hour Huber and his committee came to Moritz's office. When they saw Hogue, his son, and the Alliance fabric committee, with

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Moritz and the fabric department foreman, one of the Union's members said that it seemed to him that they were in the wrong office and thereupon Huber placed the petition which the Union had circulated on Moritz's desk and he and his committee left Moritz's office. Hogue and his committee then left. Shortly thereafter, 2 of the 8 fabric department men who refused the transfer came to Moritz's office and inquired what happened at the meeting. Moritz told them what transpired and advised them to report for work immediately in the patenting department. They replied that they did not want to lose their seniority. Moritz then read to them a copy of the notice which he had posted on June 1. Upon leaving Moritz's office, the two men stated that they would consider whether they would accept the transfer.

On June 6, the Union held a meeting of its fabric department members which was attended by all, except one or two. There, the two members who conferred with Moritz on the previous day, told their co-members the contents of the posted notice, and about Moritz's advice to accept the transfer.[52] Nonetheless, the Union members decided not to accept the transfer. Pursuant to the Union's request the respondent's attorney on June 9, conferred with the 8 Union members who refused the transfer as well as two representatives of th Union's Inter-
67 national. During the course of the conference, the attorney read to all present a copy of the June 1 notice and advised the 8 men that if they did not immediately return to work they would be "hurt." Again the 8 men refused to work in the patenting department. On June 10, the personnel manager telephoned each of the 8 men and inquired whether he intended to accept the transfer. Each replied in the negative. On June 11, the respondent wrote each of the 8 men that he was discharged for refusing to perform the work assigned to him.

Board's counsel contended at the hearing that the respondent did not in good faith reduce the fabric department normal force, but transferred the 10 men in order to discriminate against these men because of their union membership and activities. While it is true that two Union

52. Since most of the fabric department Union men remained away from the plant after May 28, they did not know about the June 1 notice.

officials and its chief steward were among the persons transferred to less desirable positions, the record, although replete with evidence showing that the respondent was opposed to its employees belonging to the Union, does not support the allegation of the complaint, as amended, that the 8 named employees were demoted and then subsequently discharged because of their union memberships or activities. This finding is buttressed by the fact that in August 1943, the fabric department's normal force was further reduced and the men who did not remain in that department were transferred to another department. Among those transferred was Glenn Hogue. Subsequently, however, work in the fabric department increased and the men transferred in August were recalled. Moreover, the two men who accepted the transfer to the patenting department on May 28, subsequently refused offers to return to the fabric department because they were earning more money in the patenting department. Whether an employer chooses to transfer his employees from one department to another is a matter of policy which the employer, in the opinion of the undersigned, alone may decide, so long as that policy is not used as a vehicle for, or concealment of, discrimination.

Upon the basis of the above-described facts, the undersigned finds that Fred Raines, John Huber, Merle Davis, Virgil Woods, Edgar Partlow, Allen Pitchford,
68 Thomas Hayes, Jack White were not discharged for the reasons alleged in the complaint, as amended. Accordingly, the undersigned will recommend that the complaint be dismissed as to the aforesaid 8 persons.

IV. The effect of the unfair labor practices upon commerce.

The activities of the respondent set forth in Section III above, occurring in connection with the operations of the respondent described in Section I above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States, and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

V. The remedy.

Having found that the respondent has engaged in unfair labor practices, the undersigned will recommend that it

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cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act.

The undersigned has found that the respondent has dominated and interfered with the formation and administration of the KEA and its successors, the Alliance, and has contributed support thereto. Since the KEA as such has been dissolved and there appears to be no likelihood of its reestablishment, no order will be herein recommended specifically directed against it. The effect and consequences of the respondent's domination, interference with, and support of the Alliance, as well as the continued recognition of the Alliance as the bargaining representative of its employees, constitute a continuing obstacle to the free exercise by its employees of their right to self-organization and to bargain collectively through representatives of their own choosing. Because of the respondent's illegal conduct, the Alliance is incapable of serving the respondent's employees as a genuine collective bargaining agency. Moreover, the continued recognition of the Alliance would be obstructive of the free exercise by the employees of the rights guaranteed to them by the Act. Accordingly, it will be recommended that the respondent disestablish and withdraw all recognition from the Alliance as the representative of any of its employees for the purpose of dealing with it concerning grievances, labor disputes, wages,
69 rates of pay, hours of employment, or other conditions of employment.

It is clear that the respondent's contract of February 11, 1943, with the Alliance constituted and was part of the unfair labor practices. It will therefore be recommended that the respondent be ordered to cease and desist from giving effect thereto. However, nothing herein shall be taken to require the respondent to vary those wages, hours, seniority, and other such substantive features of its relations with the employees themselves which the respondent has established in performance of the said contract, or any revision, extension, renewal, modification thereof.

Since it has been found that the extension of the prohibition against union solicitation contained in the respondent's rule to the employees' own time, was violative of the Act, it will therefore be recommended that the respondent be ordered to rescind the rule to that extent and post notices to that effect.

Since it has been found that the respondent has not discriminated against Fred Raines, John Huber, Merle Davis, Virgil Woods, Edgar Partlow, Allen Pitchford, Thomas Hayes, and Jack White, with respect to their hire and tenure of employment or any term or condition of their employment, the undersigned will recommend that the complaint as to them be dismissed.

Upon the basis of the foregoing findings of fact and upon the entire record in the case, the undersigned makes the following:

Conclusions of Law

1. United Farm Equipment & Metal Workers of America, affiliated with the Congress of Industrial Organization, and Independent Steel Workers' Alliance are labor organizations, and Keystone Employees Association was a labor organization; within the meaning of Section 2 (5) of the Act.

2. By dominating and interfering with the formation and administration of Keystone Employees' Association and Independent Steel Workers' Alliance, and by contributing support thereto, the respondent has engaged in and, as to the Alliance, is engaging in, unfair labor practices, within the meaning of Section 8 (2) of the Act.

3. By interfering with, restraining, and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act, the respondent had engaged in and is engaging in unfair labor practices, within the meaning of Section 8 (1) of the Act.

4. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2 (6) and (7) of the Act.

5. The respondent by discharging Fred Raines, John Huber, Merle Davis, Virgil Woods, Edgar Partlow, Allen Pitchford, Thomas Hayes, and Jack White, did not violate the Act.

Recommendations.

Upon the basis of the foregoing findings of fact and conclusions of law, the undersigned recommends that the

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respondent, Keystone Steel & Wire Company, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Dominating or interfering with the formation or administration of Independent Steel Workers' Alliance, or any other labor organization of its employees, and from contributing support to Independent Steel Workers' Alliance, or any other labor organization of its employees;

(b) Giving effect to any and all contracts, supplements thereto or modifications thereof, with Independent Steel Workers' Alliance;

(c) In any other manner interfering with, restraining or coercing its employees in the exercise of the rights to self-organization, to form labor organizations, to join or assist United Farm Equipment & Metal Workers of America, C.I.O., or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection as guaranteed in Section 7 of the Act.

2. Take the following affirmative action which the undersigned finds will effectuate the policies of the Act:

(a) Withdraw all recognition from Independent Steel Workers' Alliance, as the representative of any of
71 its employees for the purpose of dealing with the respondent concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other conditions of employment, and completely disestablish said Independent Steel Workers' Alliance as such representative;

(b) Rescind immediately the rule against solicitation insofar as it extends to the employees' own time;

(c) Post immediately in conspicuous places throughout its plant at Bartonville, Illinois, and maintain for at least sixty (60) consecutive days from the date of posting, notices stating that the respondent will not engage in the conduct from which it has been recommended that it cease and desist in paragraph 1 (a), (b), and (c) of these recommendations; (2) that it will take the affirmative action set forth in paragraphs 2 (a) and (b) of these recommendations;

(d) Notify the Regional Director for the Thirteenth

Region in writing within ten (10) days from the date of the receipt of this Intermediate Report, what steps the respondent has taken to comply herewith.

It is further recommended that unless on or before ten (10) days from the receipt of this Intermediate Report the respondent notifies said Regional Director in writing that he has complied with the foregoing recommendations, the National Labor Relations Board issue an order requiring the respondent to take the action aforesaid.

It is further recommended that the complaint be dismissed as to Fred Raines, John Huber, Merle Davis, Virgil Woods, Edgar Partlow, Allen Pitchford, Thomas Hayes, and Jack White.

As provided in Section 33 of Article II of the Rules and Regulations of the National Labor Relations Board, Series 3, as amended, effective November 26, 1943, any party or counsel for the Board may within fifteen (15) days from the date of the entry of the order transferring the case to the Board, pursuant to Section 32 of Article II of said Rules and Regulations file with the Board, Rochambeau Building, Washington, D. C., an original and four copies of a statement in writing setting forth such exceptions to the Intermediate Report or to any other
72 part of the record or proceeding (including rulings upon all motions or objections) as he relies upon, together with the original and four copies of a brief in support thereof. Immediately upon the filing of such statement of exceptions and/or brief, the party or counsel for the Board filing the same shall serve a copy thereof upon each of the other parties and shall file a copy with the Regional Director. As further provided in said Section 33, should any party desire permission to argue orally before the Board, request therefor must be made in writing within ten (10) days from the date of the order transferring the case to the Board.

Dated: September 23, 1944.

HOWARD MYERS,
Trial Examiner.

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BEFORE THE NATIONAL LABOR RELATIONS BOARD
THIRTEENTH REGION

Case No. 13-C-2069

IN THE MATTER OF KEYSTONE STEEL & WIRE COMPANY, A CORPORATION, AND UNITED FARM EQUIPMENT & METAL WORKERS OF AMERICA, C.I.O.

Statement of exceptions of Respondent

Now comes Keystone Steel & Wire Company, Respondent herein, and represents and shows to the Board that it takes exception to certain rulings of the Trial Examiner made during the hearing conducted in the above styled and numbered case, and that it takes exception to various findings and conclusions of the Trial Examiner appearing in the Intermediate Report filed with the Board, all as hereinafter specifically set forth.

Respondent excepts to rulings made by the Trial Examiner during the progress of the hearing as follows:

73 *Exception No. 1*

Respondent excepts to the ruling of the Trial Examiner (Page 1313) in denying the Motion of Respondent (Board's Exhibit 1-J) to dismiss the Complaint as to charges made under Section 8(1) and 8(2) of the Act because of the restrictions placed upon the Board by the terms of the Appropriation Act providing funds for the Board for the fiscal year 1943-1944.

Exception No. 2

Respondent excepts to the ruling of the Trial Examiner at the close of the evidence offered by the Board (Page 1313) in denying the Motion of the Respondent (Board's Exhibit 1-K) to dismiss, for lack of proof by any substantial evidence, the charges in the Complaint alleging violation of Sections 8(1) and 8(2) of the National Labor Relations Act.

Respondent takes exception to the following findings made by the Trial Examiner in his Intermediate Report:

Exception No. 3

On Page 6 at Lines 21 and 22, the Examiner states that the Supreme Court of the United States upheld the con-

stitutionality of the Act of April 12, 1937. Immediately following this statement, the Examiner made the following findings:

"Sometime immediately following this decision, D. P. Sommer, Respondent's Vice-President and General Superintendent, called into his office the three officers and some of the employee representatives of the KEA."

Exception is taken to this finding of the Examiner as to the time of the happening of this event.

Exception No. 4

Exception is taken to the finding of the Examiner appearing at Lines 1 and 2 on Page 7, where the following language was used:

"Immediately a campaign to save the KEA was begun, and attempts were made to revise the structure in order to comply with the Act's provisions."

74 *Exception No. 5*

Beginning on Line 4, page 6, the Examiner finds that the officers and representatives who were then in office decided to abandon the KEA and form a new organization. In the same paragraph, beginning on Line 9 at Page 7, the Examiner made the following finding:

"The officers and representatives of the KEA did not resign. They became the organizing committee of the Alliance."

Exception is taken to this finding.

Exception No. 6

Exception is taken to the finding appearing on Lines 15 and 16 at Page 8, reading as follows:

"At this meeting of April 21, which was attended by sixty-one members of the organizing committee, (Footnote —This committee was composed of KEA committeemen) • • •"

Exception No. 7

Exception is taken to the finding appearing on Lines 24 and 25 at Page 8, reading as follows:

"At a meeting held on April 27, 1937, Hogue, as tem-

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porary chairman of the Alliance, was authorized by the KEA representatives to appoint a temporary Wage Committee * * *."

Exception No. 8

Exception is taken to the finding shown on Page 9 at Lines 3 and 4, as follows:

"The Constitution and By-Laws of the Alliance in the main are substantially the same as the Constitution and By-Laws of the KEA * * *."

Exception No. 9

Exception is taken to the finding set out on page 9 beginning at Line 29, reading as follows:

"At no time were the employees ever advised by the Respondent, or by anyone else, that the Respondent had withdrawn its support from and connection with the KEA, nor were the employees informed by anyone connected with the Respondent that the Respondent had decided to no longer recognize the KEA as the exclusive bargaining agent of the employees."

Exception No. 10

Exception is taken to the finding appearing on Lines 38 through 44 at Page 9, reading as follows:

"During the formative stages of the Alliance and to a lesser extent thereafter, KEA Committeemen and officers went around the plant and openly solicited employees for membership in the Alliance. A large number of supervisory employees, or persons regarded as such by the employees, are still members of the Alliance."

Exception No. 11

On lines 1 and 2, page 10, the statement is made that on May 4, 1937, the KEA bank balance of $228.53 was transferred to the bank account of the Alliance. The Examiner then finds as follows:

"this transfer was made at the direction of the temporary General Committee of the Alliance."

Exception is taken to this finding.

Exception No. 12

Exception is taken to the Examiner's finding beginning on Line 8 at Page 10, as follows:

"With the advent of the Union, the Respondent's support to the Alliance increased, and its antipathy for the 'outside union' became more apparent."

Exception No. 13

Exception is taken to the Examiner's finding beginning at Line 61 on Page 10, reading as follows:

"The Superintendent of the Wire Mill, John Moritz, testified that the rule only applied to solicitation for labor unions. He further testified that prior to June, 1942, did not attempt to stop the solicitation. In addition, several union members were falsely accused and threatened with discharge by Superintendent Moritz for violating the non-solicitation rule."

76 *Exception No. 14*

Exception is taken to the finding appearing at Line 5 on Page 11, as follows:

"Other and further support was given the Alliance by Respondent."

Exception No. 15

Exception is taken to the finding appearing on Lines 47-49, Page 11, reading as follows:

"This employee could not have been soliciting for the Alliance, because no solicitor for that organization was ever interfered with."

Exception No. 16

Exception is taken to the Examiner's finding On Page 13, Lines 13 through 22, reading as follows:

"The record contains a large amount of undenied testimony, which the undersigned credits, to the effect that numerous supervisory employees made disparaging remarks about the Union. Other foremen made statements to the persons under their supervision which had the effect of belittling the Union. For example, Homer Coward, a

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credible witness, testified without contradiction, that while he and some of his fellow employees were discussing the Union, their foreman, Steve Conway, passed by and asked the group, 'What do you want with the CIO here.' Clyde Milan, a credible witness, testified without contradiction that he was asked by his foreman, Emil Hoffman, whether he had been 'sucked' into the CIO."

Exception No. 17

In the footnote numbered 35 on Page 13, the Examiner states that in December, 1940, the Respondent published and distributed a "statement of labor relations policy," wherein it recognizes the Alliance as the exclusive bargaining agent for the employees. Exception is made to the finding in such footnote beginning on Line 55 at Page 13, reading as follows:

"Although the 'statement' declares that the policies
therein set forth have been approved by the Alliance
77 Rules Committee, it further states that the policies are subject to change by the Respondent at any time it so desired."

Exception No. 18

Exception is taken to the Examiner's finding set out on Lines 14-16 at Page 15, which reads as follows:

"Here, the Respondent did nothing to 'disabuse the employees of their belief, it not only made no 'public cleavage' but in other ways conveyed exactly the opposite impression."

Exception No. 19

Exception is taken to the finding of the Examiner shown at Lines 38-41 on Page 15, which finding reads as follows:

"The Respondent not only failed to disassociate itself from the KEA, but encouraged and assisted in its revision. Solicitation for membership in its Alliance on company time and property were permitted by the Respondent, while on the other hand, refusing that permission to the Union."

Exception No. 20

Exception is taken to the finding of the Examiner appearing on Lines 44 to 52 at Page 15, reading as follows:

"The Respondent contended that its non-solicitation rule has been in existence since 1940. However, the evidence reveals that the rule was not enforced until the Union came into the Plant. Then the Respondent forcibly brought to the attention of its employees the rule in question by threatening to discharge certain union members for violating the rule. Moreover, the Respondent did not enforce the rule impartially, but so far as the record reveals, only against the union. It permitted, on the other hand, members of the Alliance to use its premises and its time to secure members for that organization."

Exception No. 21

After stating that the Respondent called a great many employees as witnesses and offered to call about 900 others, the Examiner made the following finding, which appears on Lines 39-47 Page 16:

78 "In view of the above findings concerning the Respondent's act, this evidence of the effect or lack of effect of such acts upon individual employees or particular groups of employees is not conclusive on the issues whether or not the Respondent in fact interfered with, dominated, or contributed support to the Alliance. Moreover, by virtue of the Respondent's support of the Alliance, it has not been a free representative of the Respondent's employees, and this testimony does not tend to show that it is capable of becoming such a free representative."

Exception is taken to this finding.

Exception No. 22

Exception is taken to the finding of the Examiner as shown at Lines 1-10 on Page 17, which finding reads as follows:

"The undersigned finds that the Respondent by the above described course of conduct has dominated, and interfered with the formation and administration of Keystone Employees Association and Independent Steel Workers Alliance, and has contributed support to them, and by these acts and by making anti-union statements, by permitting the Alliance to solicit members on company time and property while denying that privilege to the Union,

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and by the extension to the employees' own time of the prohibition against union solicitation, has thereby interfered with, restrained and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act."

Exception No. 23

While agreeing with the Examiner in his final conclusions relative to the alleged discriminatory discharges, Respondent takes exception to the following findings of fact with reference thereto:

(a) Page 17, Lines 44-45.

"The record shows that the work in the patenting department was more laborious, tedious and dangerous than in the Fabric Department."

79 (b) Page 20, Lines 20-22.

"* * *, the record although replete with evidence showing that the Respondent was opposed to its employees belonging to the union, * * *."

Exception No. 24

Respondent excepts generally and specifically to all findings of fact and conclusions of law set forth in the Examiner's Intermediate Report showing or tending to show that Respondent has engaged in, or is engaging in, unfair labor practices within the meaning of Section 8(1) and/or Section 8(2) of the National Labor Relations Act.

WHEREFORE, RESPONDENT PRAYS that these Exceptions be sustained, and that the Board enter an order finding that the Respondent has not engaged, and is not engaging in, unfair labor practices within the meaning of Section 8(1) and/or Section 8(2) of the National Labor Relations Act as charged in the complaint issued herein.

KEYSTONE STEEL AND WIRE COMPANY,
Respondent,

By THEODORE C. BAER,
S. F. MCGRATH,
ARLEIGH DAVIS, *Its Attorneys.*

BEFORE THE NATIONAL LABOR RELATIONS BOARD
THIRTEENTH REGION

Case No. 13–C–2069

IN THE MATTER OF KEYSTONE STEEL & WIRE COMPANY, A CORPORATION, AND UNITED FARM EQUIPMENT & METAL WORKERS OF AMERICA, C.I.O.

Statement of exceptions of Intervenor, Independent Steel Workers' Alliance

Now comes the Intervenor, Independent Steel Workers' Alliance, herein in the above entitled action, by E. V. Champion, its attorney, and excepts to certain rul-
80 ings of the Trial Examiner made during the hearing in the above entitled cause and excepts to certain Findings of Fact and Conclusions of Law contained in the intermediate report of the Trial Examiner herein, which said report is now on file in this cause before this Honorable Board, all as hereinafter specifically set forth. The Intervenor, hereinafter called the "Alliance," excepts to the ruling made by the Trial Examiner during the hearing before him of this cause, as follows:

Exception No. 1

The "Alliance" excepts to the ruling of the Trial Examiner in denying Motion of the "Alliance" to dismiss the Complaint, insofar as the "Alliance" was concerned, at the beginning of the hearing for the reason that the Board was without jurisdiction because the proceedings were not timely and because of the restrictions contained in the "Appropriation Act" providing funds for the Board for the fiscal year 1943-1944. The Trial Examiner should have sustained such Motion and found that this instant case was a Complaint Case arising over an agreement between the Respondent and the "Alliance" which had been in existence for three months or longer without Complaint being filed.

Exception No. 2

The "Alliance" excepts to the ruling of the Trial Examiner in denying Motion of the "Alliance" to dismiss

the Complaint, insofar as the "Alliance" was concerned, at the close of the Board's case, for lack of proof.

The Trial Examiner should have sustained such Motion because of lack of proof, by any substantial evidence, of the allegations contained in the Complaint with reference to charges under Sections 8(1) and 8(2) of the "National Labor Relations Act."

Exception No. 3

The "Alliance" excepts to the ruling of the Trial Examiner in denying Motion of the "Alliance" at the conclusion of all the testimony, asking dismissal of the Complaint, insofar as it affected the "Alliance" for lack of proof.

81 The Trial Examiner should have sustained the Motion of said "Alliance" and dismissed the Complaint for lack of proof, by any subsatntial evidence, of the charges in the Complaint, alleging violation of Sections 8(1) and 8(2) of the "National Labor Relations Act."

Exception No. 4

The "Alliance" excepts to the findings of the Trial Examiner in his said intermediate report, at Lines 21-26, inclusive, at Page 6, wherein the Trial Examiner found as follows:

"On April 12, 1937, the Supreme Court of the United States upheld the constitutionality of the Act. Sometime immediately following this decision, D. P. Sommer, respondent's vice-president and general superintendent, called into his office the three officers and some of the employee representatives of the KEA."

The Trial Examiner should have found that the conference between D. P. Sommer and the officers and committeemen of the KEA, at which time Sommer informed the KEA officers and representatives that it, the management, would no longer recognize the KEA as the exclusive bargaining agent of its employees, occurred prior to April 12, 1937, and that the decision of the Supreme Court of the United States had no bearing on said conference.

Exception No. 5

Said "Alliance" excepts to the findings of the Trial Examiner at Lines 43-44 inclusive, at Page 6, where the Examiner finds:

"It is significant to note that since the inception of the 'Alliance,' Hogue has been president, Lowman its secretary-treasurer, and Mahannah its assistant secretary."

The Trial Examiner should have additionally found that Hogue and Lowman were elected president and secretary-treasurer, respectively, of the "Alliance" at the annual elections by a vote of the membership of the "Alliance" and at which elections there were candi-
82 dates other than Hogue and Lowman for these respective offices and that spirited contests were held at such elections.

Exception No. 6

The "Alliance" excepts to the findings of fact of the Examiner, appearing at Lines 1 and 2 of Page 7 of his report, wherein the Examiner uses this language:

"Immediately a campaign to save the KEA was begun and attempts were made to revise its structure in order to comply with the Act's provisions."

The Examiner should have found that the efforts made in the forming of the "Alliance" were made for the sole purpose of the formation of the "Alliance" and not, in any way, to save the KEA.

Exception No. 7

The "Alliance" excepts to the findings of the Trial Examiner at Lines 7-10, inclusive, at Page 7 of the report, which finding was as follows:

"It was finally decided that an unaffiliated union be formed to be called Independent Steel Workers' Alliance. The officers and representatives of the KEA did not resign. They became the organizing committee of the Alliance."

The Examiner should have found additionally that the KEA was dissolved and, after its dissolution, it was impossible, as a matter of fact, for the officers of the KEA to resign; and said Examiner should have found addi-

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tionally that other employees of the respondent, not officers and representatives of the KEA, together with some former officers and representatives of the KEA, became the organizing committee of the "Alliance."

Exception No. 8

The "Alliance" excepts to the finding of the Trial Examiner at Lines 20-23, inclusive, at Page 8 of the report, at which the following appears:

"An examination of the minutes of the Alliance fails to show any evidence that the constitution and the by-laws were ever submitted to the membership for consideration, approval, or adoption."

83 The Examiner should have found that the meeting of April 21, 1937 was an open meeting of the committee and members of the "Alliance" and at the subsequent meeting of April 27, 1937, which was largely attended by employees who had signed application cards for membership in the "Alliance", the constitution and by-laws were adopted.

Exception No. 9

The "Alliance" excepts to the finding of the Examiner at Lines 3-6, inclusive, at Page 9 of the report, wherein this finding is made:

"The constitution and by-laws of the Alliance, in the main, are substantially the same as the constitution and by-laws of the KEA, except that all reference of participation by the respondent therein were deleted."

The Examiner should have found that the constitution and by-laws of the "Alliance" differs from the constitution and by-laws of the KEA in many vital respects.

Exception No. 10

The "Alliance" excepts to the findings of the Trial Examiner at Lines 19-21, inclusive, at Page 9 of the report, wherein this finding is made:

"Company officials and persons having the right to hire or discharge were not eligible for membership, however, any supervisor or leader may join."

The Examiner should have found that, under the constitution and by-laws, no mention was made of the eli-

gibility of a supervisor or leader to membership in the "Alliance" and should have found that, from the evidence, the general committee of the "Alliance" promptly dropped from its membership rolls any employees whose duties were of such a substantial nature and his relationship with the respondent was such as would disqualify him from membership in the "Alliance".

Exception No. 11

The "Alliance" except to the finding of the Examiner at Lines 29-31, inclusive, at Page 9 of the report, where this finding is made:

84 "At no time were the employees ever advised by the respondent, or by anyone else, that the respondent had withdrawn its support from and connection with the KEA, nor were the employees informed by anyone connected with the respondent that the respondent had decided to no longer recognize the KEA as the exclusive bargaining agent of the employees."

On the other hand, the Examiner should have found that, from the evidence, D. P. Sommer told the officers of the KEA, early in April of 1937, that they would no longer recognize the KEA as bargaining agent of the employees, nor would they deal with them further and that this statement was reported by the officers of the KEA to the general committee of the KEA at a meeting and the evidence further shows that the members of the general committee of the KEA told the employees in the departments which they represented these facts and that the evidence further shows that within a very short time after this meeting with D. P. Sommer, the employees generally understood throughout the plant that the respondent had given such notice and had refused to, in any way, further recognize the KEA as the bargaining agent.

Exception No. 12

The "Alliance" further excepts to the finding of the Examiner at Lines 41-43, inclusive, at Page 9 of the report, at which the following appears:

"A great many supervisory employees, including some foremen and assistant foremen, joined the Alliance at its inception, or shortly thereafter."

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The Examiner should have found that there were some supervisory employees, including some foremen and assistant foremen, who joined the "Alliance" at its inception or shortly thereafter but that practically all such employees were promptly dropped from membership by the general committee of the "Alliance" and such facts were known.

Exception No. 13

The "Alliance" further excepts to the finding of the Examiner at Lines 1-3, inclusive, at Page 10 of the report as follows:

85 "On May 4, 1937, the KEA bank balance of $228.53 was transferred to the bank account of the Alliance. This transfer was made at the direction of the temporary General Committee of the Alliance."

The Examiner should have found that the transfer of this fund was made at the request of the members of the Ball Club, from which the proceeds had come, and from employees of the respondent who had contributed personal time and effort on behalf of the Ball Club in the preparation of the playing field and the handling of the ball games.

Exception No. 13-a

The "Alliance" excepts to the finding of the Examiner at Lines 5-8, inclusive, at Page 10 of the report which is as follows:

"At a meeting of the temporary General Committee held on May 4, 1937, permanent officers were nominated. Hogue was nominated for president, Cantrall and Ben Brink for vice-president, Lowman for secretary-treasurer."

The Examiner should have found, from the evidence that at the election held shortly after May 4, 1937, there had been previously nominated, for president, Bruce F. Hogue, Jerry Moran and Mike Sigmund and, for vice-president, Paul Cantrall, John Elmore, Ben Brink and William Emmons and, for secretary-treasurer, Earl Lowman, Harry Abbott and Fred Liesch, all being candidates at such election for the respective offices and received a substantial number of votes.

Exception No. 14

The "Alliance" excepts to the finding of the Examiner at Lines 18-20, inclusive, at Page 10 of the report, as follows:

"With the advent of the Union, the respondent's support to the Alliance increased and its antipathy for an 'outside union' became more apparent. Thus, the respondent permitted the Alliance's officers, committeemen, and members to solicit membership on company time and
86 property. On the other hand, whenever it came to the respondent's attention that an adherent of the Union was soliciting for the Union he was threatened by the respondent with discharge for violating the respondent's rule against solicitation."

The Examiner should have found that the evidence shows that the Company rule prohibited solicitation of any kind on Company property and that the evidence further showed that solicitation for membership in both the "Alliance" and the Union was carried on, at times, by employees during working hours on Company property and that the evidence shows that the respondent had no means of knowing of this solicitation except from complaint by an employee that his work was interfered with and that the evidence shows that the respondent, after receiving such Complaint through its proper officers, warned the party complained of and requested such employee to desist therefrom; and that the evidence shows that the handling of this rule against solicitation by the respondent was done impartially as between the "Alliance" and the Union.

Exception No. 15

The "Alliance" excepts to the finding of the Examiner at Lines 27-36, inclusive, at Page 11 of the report, which is as follows:

"Sometime in 1942, foreman Newbury went to the Union's offices in Peoria for the purpose of obtaining certain information. Several days later, Al Sommer, the superintendent of the steel mill, called Newbury into his office and there, in the presence of Ed Reyer, the superintendent of the laboratory, O. T. James, foreman of the road dock, Sommer questioned Newbury as to whether he

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was 'talking to the men about the CIO.' Newbury replied that he had talked to some of the employees about the union activities at a certain plant at which his son worked and that he had not spoken to the employees about the union activities at the respondent's plant."

The examiner should have found, under the evidence, that the superintendent properly questioned Newbury, who was a foreman of respondent, and warned him
87 against discussion or talk of union activities with the respondent's employees.

Exception No. 16

The "Alliance" excepts to the findings of the Examiner at Lines 32-36, inclusive, at Page 13, which is as follows:

"On February 11, 1943, the respondent entered into a written collective bargaining contract with the Alliance. This was the first written collective bargaining contract entered into between the parties. Since its inception the Alliance had constantly demanded that the respondent enter into a written collective bargaining contract."

The Examiner should have found additionally that evidence discloses that there had been a verbal working agreement between respondent and the "Alliance" from the inception of the "Alliance" and that the Labor Relations Policy, published by the respondent and restricted to its employees, stated that the policies therein set forth had been approved by the Rules committee of the "Alliance" and that such Labor Relations Policy, as published, by the Respondent, stated, at Page 14, Paragraph 15 thereof (Board's Exhibit 22) as follows:

"The above, in effect, constitutes a statement of the Labor Relations Policy of the Keystone Steel & Wire Company and shall remain in effect until such time as general economic conditions or other conditions beyond their control make changes necessary. If and when changes are necessary, they will be made with due regard to the mutual rights, privileges and well-being of the employees of the Company."

Exception No. 17

The "Alliance" excepts to the findings of the Examiner at Lines 14-19, inclusive, at Page 15, which are as follows:

"Here, the respondent did nothing to 'disabuse the employees' of their brief, is not only made no 'public cleavage' but, in other ways, conveyed exactly the opposite impression. The process of transition from the KEA to the Alliance was done by employees who had
88 previously demonstrated their willingness to submit to the respondent's wishes in this connection."

The objection to this finding is that it is not supported by the evidence and that the evidence submitted was just the contrary.

Exception No. 18

The "Alliance" excepts to the finding of the Examiner, at Lines 37-42, inclusive, of Page 15, which is as follows:

"The respondent not only failed to disassociate itself from the KEA, but encouraged and assisted in its revision. Solicitation for membership in the Alliance on company time and property was permitted by the respondent, while, on the other hand, refusing that permission to the Union."

Exception is taken to the first sentence of this finding as not supported by the evidence. The Examiner should have found that, from the evidence, solicitation for membership in the "Alliance" and the Union both occurred on Company time and property and that the evidence discloses that respondent gave warning only to employees in regard to their solicitation for membership in either of the unions only when complaint was made to the respondent of such solicitation by an individual employee.

Exception No. 19

The "Alliance" excepts to the Examiner's finding at Lines 34-47, inclusive, at Page 16 of the report which is as follows:

"The respondent called as a witness a great many employees, and offered to call about 900 others, in order to establish that these employees joined the Alliance of their own free will and accord, or not to join, either the Alliance or the Union by anyone connected with the management, and that to their knowledge no other employees were coerced or encouraged to join or not to join either organization. In view of the above findings concerning the

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respondent's acts, this evidence of the effect or lack of effect of such acts upon individual employees or particular groups of employees is not conclusive on the issue
89 whether or not the respondent in fact interfered with, dominated, or contributed support to the Alliance. Moreover, by virtue of the respondent's support of the Alliance, it has not been a free representative of the respondent's employees and this testimonial does not tend to show that it is capable of becoming such a free representative."

The Examiner should have found that, from the evidence, 218 employees were called as witnesses and respondent offered to call 900 other employees, all of whom were members of the "Alliance" and testified that they joined the "Alliance" of their own free will and accord; that it was their belief, at the time they joined the "Alliance", that the management did not care what labor organization they belonged to and that the witnesses felt free to join or not to join any labor organization they desired without fear of being discriminated against.

Exception No. 20

The "Alliance" excepts to the finding of the Examiner, at Lines 53-55, inclusive, at Page 716, which is as follows:

"The fact that the Alliance achieved a measure of success cannot, and does not, cleanse the Alliance from its illegal taint."

Exception is taken to this finding in that the Board failed to prove, by substantial evidence, that any of the objectionable practices of the KEA were continued over and persisted in the "Alliance" after the formation of the "Alliance" and for the further reason that the finding is based on an erroneous conclusion of law.

Exception No. 21

The "Alliance" excepts to the finding of the Examiner at Lines 1-10, inclusive, at Page 17 of the report, which is as follows:

"The undersigned finds that the respondent, by the above-described course of conduct, has dominated and inter-

fered with the formation and administration of Keystone Employees Association and Independent Steel Workers' Alliance and has contributed support to them, and by these Acts and by making anti-union statements, by permitting the Alliance to solicit members on company time and property, while denying that privilege to the Union, and by the extension to the employees' own time of the prohibition against union solicitation, has thereby interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act."

The exceptions to the above findings are that such findings are not based upon substantial evidence contained in the record and are based also upon an erroneous conclusion of law.

Exception No. 22

The "Alliance" excepts to the Examiner's findings, at Lines 11-18, inclusive, Page 21, which is as follows:

"The effect and consequences of the respondent's domination, interference with, and support of the Alliance, as well as the continued recognition of the Alliance as the bargaining representative of its employees, constitute a continuing obstacle to the free exercise by its employees of their right to self-organization and to bargain collectively through representatives of their own choosing. Because of the respondent's illegal conduct, the Alliance is incapable of serving the respondent's employees as a genuine collective bargaining agency. Moreover, the continued recognition of the Alliance would be obstructive of the free exercise by the employees of the rights guaranteed to them by the Act."

This finding is excepted to on the basis that it is not supported by the evidence and is based upon as erroneous conclusion of law.

Exception No. 23

The "Alliance" excepts to the conclusions of law as found by the Examiner in Paragraph 2, at Page 21 of the report and also excepts to the conclusions of law as contained in Paragraphs 3 and 4, at Page 22 of the report and states that each and every conclusion of law is erroneous and not based upon substantial evidence contained in the record.

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91 *Exception No. 24*

Respondent excepts generally and specifically to any and all findings of fact and conclusions of law as contained in the Examiner's Report which finds that the respondent and "Alliance" were engaged in unfair labor practices within the meaning of Sections 8(1) and 8(2) of the "National Labor Relations Act".

Wherefore, the "Alliance" prays that the exceptions herein contained be sustained and that the Board enter an Order sustaining said exceptions and finding that the Board has failed to prove, by substantial evidence, any unfair labor practices, as charged in the Complaint, within the meaning of Sections 8(1) and 8(2) of the "National Labor Relations Act".

INDEPENDENT STEEL WORKERS' ALLIANCE,
(*Intervenor*),
By E. V. CHAMPION, *Its Attorney.*

BEFORE THE NATIONAL LABOR RELATIONS BOARD
THIRTEENTH REGION

Case No. 13–C–2069

IN THE MATTER OF KEYSTONE STEEL & WIRE COMPANY, A CORPORATION, AND UNITED FARM EQUIPMENT & METAL WORKERS OF AMERICA, C.I.O.

Exceptions of United Farm Equipment and Metal Workers of America, C.I.O. to the intermediate report

The United Farm Equipment and Metal Workers of America, CIO, excepts to the Intermediate Report and to the proposed findings, conclusions, and order of Howard Myers, Trial Examiner, dated September 23, 1944,
92 in respect of each of the matters and things hereinafter set forth and respectfully submits that said Trial Examiner erred therein as follows:

1. In that the following finding is contrary to the evidence and not supported by the evidence (I. R.* p. 17, 11.27-33):

"By May or June 1942, the normal force in the fabric department had been, through resignations from respond-

* Intermediate Report.

ent's employ or through men going into the armed forces, reduced to 26 men. Nevertheless by May or June there was not sufficient business in the fabric department to necessitate the retention of the 26 persons and the respondent, instead of laying off some employees or assigning them to other departments divided the work in that department."

2. In that the following finding is contrary to the evidence and not supported by the evidence (I. R., p. 17, 11.33-39):

"Due to contracts received by the respondent from the Government, the work in the respondent's patenting department increased so that by May or June more men were needed in the patenting department. Accordingly, the respondent divided the work in the fabric department with the men there employed and sent to the patenting department the men for whom there was no work in the former department. This arrangement was a source of much concern to the respondent."

3. In that the following finding is contrary to the evidence and not supported by the evidence (I. R., p. 17, 11.47-53):

"The foremen and the employees of the patenting department also complained to Moritz about this arrangement. The foremen complained that production suffered due to the shifting of the fabric department men every few days. The patenting department's normal force complained because due to the shifting of the fabric department men, they, the patenting department, were not able to turn out sufficient products to warrant them obtaining their usual bonuses."

93 4. In that the following finding is contrary to the evidence and not supported by the evidence (I. R., p. 18, 11.45-46):

"On May 15, Hogue, by letter, communicated to the men in the fabric department the contents of Moritz's letter."

5. In that the following finding is contrary to the evidence and not supported by the evidence (I. R., p. 18, 61-62 [Foot Note 49]):

"• • • all the employees of that department were immediately advised of the contents of the letter."

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6. In that the following finding is contrary to the evidence and not supported by the evidence (I. R., p. 18, 11.46-47):

"On or about May 24, the Alliance members of the fabric department voted to reject Moritz suggestion."

7. In that the following finding is contrary to the evidence and not supported by the evidence (I. R., p. 18, 1.48):

"Moritz was immediately informed of the employees' decision."

8. In that the following finding is contrary to the evidence and not supported by the evidence (I. R., p. 19, 11.1-4):

"Either on May 27 or 28, Hogue's son, Glenn, a fabric department employee, and an Alliance Committeeman, circulated a petition among the fabric department men, which stated that the signatories thereto were not adverse to the reduction of the normal force providing the men transferred did not lose their fabric department seniority."

9. In that the following finding is contrary to the evidence and not supported by the evidence (I. R., p. 19, 1.5):

"A majority of the fabric department men signed the petition."

10. In that the following finding is contrary to the evidence and not supported by the evidence (I. R., p. 19, 11.32-36):

"On June 1, Moritz posted a notice in the fabric department which stated that the men transferred would
94 retain their fabric department seniority, would be permitted to return to that department as soon as work there warranted it, and they would 'also be building up seniority in the Patenting Department.'"

11. In that the following finding is contrary to the evidence and not supported by the evidence (I. R., p. 19, 11.36-38):

"Later that day or on June 2, Huber, the president of the Union, requested Moritz to fix a time so that he and a committee from the Union could discuss the reduction of the normal force."

12. In that the following finding is contrary to the evi-

dence and not supported by the Evidence (I. R., p. 19, 11.49-52):

"They replied that they did not want to lose their seniority. Moritz then read to them a copy of the notice which he had posted on June 1. Upon leaving Moritz's office, the two men stated that they would consider whether they would accept the transfer."

13. In that the following finding is contrary to the evidence and not supported by the evidence (I. R., p. 20, 11.61-61 [Foot Note 52]):

"Since most of the fabric department Union men remained away from the plant after May 28, * * *"

14. In that the following finding is contrary to the evidence and not supported by the evidence (I. R., p. 20, 11.18-19, 22-24):

"While it is true that two Union officials and its chief steward were among the persons transferred * * * the record * * * does not support the allegation of the complaint, as amended, that the 8 named employees were demoted and then subsequently discharged because of their union memberships or activities."

15. In that the following finding is contrary to the evidence and not supported by the evidence (I. R., p. 20, 11.25-27):

"This finding is buttressed by the fact that in August, 1943, the fabric department's normal force was further reduced and the men who did not remain in that department were transferred to another department."

95 16. In that the following finding is contrary to the evidence and not supported by the evidence (I. R., p. 20, 11.28-32):

"Subsequently, however, work in the fabric department increased and the men transferred in August were recalled. Moreover, the two men who accepted the transfer to the patenting department on May 28, subsequently refused offers to return to the fabric department because they were earning more money in the patenting department."

17. In that the following finding is contrary to the evidence and not supported by the evidence (I. R., p. 20, 11.32-36):

"Whether an employer chooses to transfer his employees

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from one department to another is a matter of policy which the employer, in the opinion of the undersigned, alone may decide, so long as that policy is not used as a vehicle for, or concealment of, discrimination."

18. In that the following finding is contrary to the evidence and not supported by the evidence (I. R., p. 20, 11.38-43):

"Upon the basis of the above-described facts, the undersigned finds that Fred Raines, John Huber, Merle Davis, Virgil Woods, Edgar Partlow, Allen Pitchford, Thomas Hayes, Jack White were not discharged for the reasons alleged in the complaint, as amended. Accordingly, the undersigned will recommend that the complaint be dismissed as to the aforesaid eight persons."

19. In that the proposed recommendation is contrary to the evidence and not supported by the evidence (I. R., p. 21, 11.40-44):

"Since it has been found that the respondent has not discriminated against Fred Raines, John Huber, Merle Davis, Virgil Woods, Edgar Partlow, Allen Pitchford, Thomas Hayes, and Jack White, with respect to their hire and tenure of employment or any term or condition of their employment the undersigned will recommend that the complaint as to them be dismissed."

96 20. In that the following conclusion is contrary to law (I. R., p. 22, 11.10-12):

"The respondent by discharging Fred Raines, John Huber, Merle Davis, Virgil Woods, Edgar Partlow, Allen Pitchford, Thomas Hayes, and Jack White, did not violate the Act."

21. In that the proposed recommendation is contrary to the evidence and not supported by the evidence (I. R., p. 23, 11.7-9):

"It is further recommended that the complaint be dismissed as to Fred Raines, John Huber, Merle Davis, Virgil Woods, Edgar Partlow, Allen Pitchford, Thomas Hayes, and Jack White."

Respectfully submitted,

UNITED FARM EQUIPMENT AND METAL WORKERS OF AMERICA, CIO,

By BEN MEYERS, *Attorney for Union.*

BEFORE THE NATIONAL LABOR RELATIONS BOARD
THIRTEENTH REGION

Case No. 13–C–2069

IN THE MATTER OF KEYSTONE STEEL & WIRE COMPANY, A CORPORATION, AND UNITED FARM EQUIPMENT & METAL WORKERS OF AMERICA, C.I.O.

Exceptions of Board's counsel to the intermediate report

The Board's Attorney excepts to the Intermediate Report and to the proposed findings, conclusions, and order of Howard Myers, Trial Examiner, dated September 23, 1944, in respect to each of the matters and things hereinafter set forth and respectfully submits that said Trial Examiner erred in findings which are concerned
97 with the alleged violation of Section 8(3) of the Complaint in that said findings and each of them hereinafter set forth are contrary to the evidence and not supported by the evidence, as follows:

1. That the following finding is in error:
I. R. p. 17, lines 27-39, incl.
2. That the following findings are in error:
I. R. p. 18, lines 45-50, incl.
I. R. p. 18, lines 61-62, incl. (Footnote 49)
I. R. p. 19, lines 1-5, incl.
3. That the following findings are in error:
I. R. p. 19, lines 32-56, incl.
I. R. p. 20, lines 1-11, incl.
I. R. p. 20, lines 61, and the first part of line 62 (Footnote 52)
4. That the following finding is in error:
I. R. p. 20, lines 22-24, incl.
5. That the following finding is in error:
I. R. p. 20, lines 24-32, incl.
6. That the following finding is in error:
I. R. p. 20, lines 32-36, incl.
7. That the following proposed recommendations are in error:
I. R. p. 20, lines 38-43, incl.
I. R. p. 21, lines 40-44, incl.
I. R. p. 23, lines 7-9, incl.
8. That the following conclusions is contrary to the law, and in error:
I. R. p. 22, lines 10-12, incl.

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9. The Board's attorney further excepts to the findings, recommendations and conclusions of law made by the Trial Examiner in his Intermediate Report with respect to the alleged violations of the 8(3) portion of the Complaint, for the further reason that said Report fails to give weight to evidence both by testimony and exhibits in this record which would, if given due weight, result in findings, conclusions of law and recommendations that the allegations in the Complaint with relation to Section 8(3) have been sustained by substantial evidence in this regard. The matters to which the Trial Examiner failed to give
98 weight, which appear in the record of this proceeding, are hereinafter set forth in the brief and argument which supplement these exceptions.

Respectfully submitted,

/s/ *Leon A. Rosell*

LEON A. ROSELL,

Attorney, Thirteenth Region,

National Labor Relations Board.

BEFORE THE NATIONAL LABOR RELATIONS BOARD

IN THE MATTER OF KEYSTONE STEEL & WIRE COMPANY, A CORPORATION, AND UNITED FARM EQUIPMENT & METAL WORKERS OF AMERICA, C.I.O.

Case No. 13–C–2069

Mr. Leon Rosell, for the Board.

Baer, Clendenin & Davis, by *Messrs. Theodore C. Baer, Arleigh Davis,* and *Shelton F. McGrath* of Peoria, Ill., for the respondent.

Mr. E. V. Champion, of Peoria, Ill., for the Alliance.

Meyers & Meyers, by *Mr. Ben Meyers,* of Chicago, Ill., for the Union.

Mr. Gilbert V. Rosenberg, of counsel to the Board.

Decision and order.

Statement of the Case.

Upon a third amended charge duly filed on April 8, 1944,[1] by United Farm Equipment & Metal Workers of America,

1. The original charge was duly filed on February 15, 1943, the first amended charge on July 13, 1943, the second amended charge on July 14, 1943.

affiliated with the Congress of Industrial Organizations, herein called the Union, the National Labor Relations Board, herein called the Board, by its Regional Director for the Thirteenth Region (Chicago, Illinois), issued
99 its complaint on April 8, 1944, against Keystone Steel & Wire Company, Bartonville, Illinois, herein called the respondent, alleging that the respondent had engaged in and was engaging in unfair labor practices affecting commerce within the meaning of Section 8 (1), (2), and (3) and Section 2 (6) and (7) of the National Labor Relations Act, 49 Stat. 449, herein called the Act. Copies of the complaint and the third amended charge, together with notice of hearing thereon, were duly served upon the respondent, the Union, and Independent Steel Workers' Alliance, herein called the Alliance, a labor organization alleged in the complaint to be existing in violation of the Act.

With respect to the unfair labor practices, the complaint, as amended at the hearing, alleged in substance (1) that the respondent dominated, interfered with the administration of, and contributed support to, the Keystone Employees Association, a labor organization herein called the K.E.A., and its successor the Alliance; (2) that the respondent demoted and subsequently discharged eight named employees because of their membership in the Union and activity against the Alliance; and (3) that by the foregoing acts, by urging and warning its employees to join the Alliance, by advising and threatening its employees not to join the Union, by interrogating its employees about their union membership, by disparaging the Union, by according the Alliance exclusive recognition without first securing adequate proof of its majority status and subsequently signing a written exclusive bargaining agreement with the Alliance, by promulgating and discriminatorily invoking and enforcing a rule prohibiting union and other types of solicitation on company time and property,[2] and by other acts, the respondent interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

2. Pursuant to a fourth amended charge filed by the Union during the hearing, the attorney for the Board moved to amend the complaint to include the allegation pertaining to the respondent's no-solicitation rule. The motion was granted by the Trial Examiner over objections by the respondent and the Alliance. The respondent then amended its answer to cover this amendment to the complaint.

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On April 20, 1944, the respondent filed an answer, and on May 11, 1944, an amended answer, denying the unfair labor practices and asserting that the eight individuals named in the complaint were discharged for cause. The amended answer also alleged that the Board was without jurisdiction to hear and determine the issues regarding the legality of the Alliance and its contract of February 11, 1943, with the respondent, on the ground that the proceedings herein were not brought within the time prescribed by the rider attached to the Federal Security Appropriation Act of 1944, Chapter 221, Public Law 135, 78th Congress.[3] Thereafter, the Alliance filed an answer, and an amended answer, denying the allegation of the complaint with respect to its domination and its connection with the K.E.A., and challenging the jurisdiction of the Board because of the limitation contained in the above-mentioned Appropriation Act rider.

Pursuant to notice, a hearing was held on various days between May 15 and June 30, 1944, at Peoria, Illinois, before Howard Myers, the Trial Examiner duly designated by the Chief Trial Examiner. At the opening of the hearing, the Alliance moved to intervene. The motion was granted without objection. The Board, the respondent, the Union, and the Alliance were represented by counsel and participated in the hearing. Full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing upon the issues was afforded all parties. At the conclusion of the Board's case, counsel for the respondent moved to dismiss the complaint for lack of proof. The motion was denied. Counsel for the respondent then moved to dismiss the complaint, insofar as it involved the Alliance, on the ground that the charge on which the complaint was issued, had not been timely filed, within the meaning of the rider in 1943-44 Appropriation Act. A similar motion was made by the Alliance. The Trial Examiner denied both motions.[4] At the close

3. This Appropriation Act prohibited the Board, during the fiscal year 1943-44, from using funds "in connection with a complaint case arising over an agreement between management and labor which has been in existence for three months or longer without complaint being filed * * *."

4. Aside from the fact that the evidence fails to support said motions, this question is now moot since the limitations in the current Appropriation Act rider are expressly therein made inapplicable to complaint cases involving "agreements with labor organizations formed in violation of [Section 8 (2) of the Act]." See also Opinion of the Comptroller General, dated October 14, 1944, B-44156.

101 of the hearing, the respondent and the Alliance renewed these motions and further moved to dismiss the complaint for lack of proof. The Trial Examiner reserved decision on these motions and later denied them in his Intermediate Report. He granted without objection a motion by counsel for the Board to conform the pleadings to the proof with respect to names, dates, and other minor recitals. During the course of the hearing, the Trial Examiner ruled on other motions and objections to the admission of evidence. On about September 18, 1944, after the close of the hearing, the respondent filed with the Trial Examiner a written motion to introduce in evidence a copy of a certain letter from the respondent to the Union, dated December 4, 1942, copies of which were duly served on the other parties. By order dated September 19, 1944, the Trial Examiner granted the motion and received in evidence said letter and made it a part of the record herein. The Board has reviewed all the rulings of the Trial Examiner and finds no prejudicial error. The rulings are hereby affirmed.

On September 23, 1944, the Trial Examiner issued his Intermediate Report, copies of which were duly served upon all the parties, in which he found that the respondent had engaged in and was engaging in unfair labor practices affecting commerce, within the meaning of Section 8 (1) and (2) and Section 2 (6) and (7), but not within the meaning of Section 8 (3), of the Act. He recommended that the respondent cease and desist from its unfair labor practices and that it disestablish and withdraw all recognition from the Alliance. He recommended, further, that the complaint be dismissed insofar as it alleges that the eight individuals named therein were discriminatorily demoted and discharged. Exceptions to the Intermediate Report and supporting briefs were filed by the respondent, the Alliance, the Union, and the attorney for the Board.

Pursuant to notice, a hearing was held before the Board at Washington, D. C., on April 12, 1945, for the purposes of oral argument. The respondent, the Union, and the Alliance were represented by counsel and participated in the argument. The Board has considered the exceptions to the Intermediate Report, the brief filed and the contentions advanced at the oral argument before the

102 Board and, insofar as the exceptions are inconsistent

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with the findings, conclusions, and order set forth below, finds them to be without merit.

Upon the entire record in the case, the Board makes the following:

Findings of Fact.

I. The business of the respondent.

Keystone Steel & Wire Company, an Illinois corporation, owns and operates a plant, consisting of a steel mill and a wire mill, at Bartonville, Illinois, where it is engaged in the manufacture, sale, and distribution of semi-finished and finished steel products. The respondent's annual purchases of raw materials are in excess of $4,000,000, more than 50 percent of which is purchased and shipped to its plant from points outside the State of Illinois. During 1943, the respondent's sales of finished products amounted to more than $13,000,000, more than 50 percent of which was shipped to points outside the State of Illinois.

The respondent does not contest the fact, and we find, that it is engaged in commerce, within the meaning of the Act.

II. The organizations involved.

United Farm Equipment & Metal Workers of America is a labor organization, affiliated with the Congress of Industrial Organizations, admitting to membership employees of the respondent.

Independent Steel Workers' Alliance is an unaffiliated labor organization admitting to membership employees of the respondent.

Keystone Employees' Association was an unaffiliated labor organization admitting to membership employees of the respondent.

III. The unfair labor practices.

A. *Domination and support of the K.E.A. and the Alliance; interference, restraint and coercion.*

1. Formation and history of the K.E.A.

So far as it appears, there was no organizing activity among the respondent's employees prior to 1933.
103 However, in the fall of that year, W. C. Buchanan, then an official of the respondent, urged its employees

"to form a union of their own [because] they could get along with the company a lot better than if they had an outside organization in the plant." Acting upon this suggestion, a group of employees met in the plant and decided to form an inside union which became known as the K.E.A. Temporary officers were selected and a membership campaign was conducted in the plant during working hours. Thereafter, the K.E.A. functioned under an organic structure bearing the following preliminary caption:

Plan

KEYSTONE

Employees' Association.

As approved by the Temporary Committees elected by the Employees from their respective Departments and presented to the Management of the Company which has been approved by them.[5]

The "plan" of the K.E.A. was a species of employee representation plans which sprang up throughout the country following the passage of the National Industry Recovery Act. The K.E.A. functioned through departmental representatives elected by the employees of the various departments. The General Committee, consisting of the elected departmental representatives, was the organization's governing body and, among other things, elected its officers. Explicit provision was made in the "plan" for the creation of "Joint Committees," consisting of the "Committee of the Employees Representatives with the addition of the Company's Representative named by the Management." The Joint Committees were empowered to select their own officers and arrange their own procedure and meet, among other things, for purposes of collective bargaining. Procedural amendments were to be adopted by "two-thirds vote * * * of the Joint Committee on Rules, or by concurrent majority vote of the Employees' Representatives and of the
104 Representatives of the Management at the annual conference." No provision was made in the "plan" for the payment of membership dues or initiation fees, and none were collected.

5. In 1935, the K.E.A. adopted a constitution and by-laws, which embodied substantially all the features of the "plan."

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In addition to suggesting the formation of the K.E.A. and participating in its administration, it appears that the respondent contributed financial and other support to the K.E.A. Employee representatives of the K.E.A., as well as other employees, were paid by the respondent for time spent in attending various K.E.A. committee and other meetings. All such meetings and other business of the K.E.A. were conducted in the plant. Office space and a meeting room in the plant were furnished to the K.E.A. by the respondent without charge, and members were solicited by the K.E.A. in the plant during working hours. Moreover, the respondent, in 1934, outfitted the K.E.A. baseball team and, in August, 1935, furnished materials for a ball field and grandstand, which were constructed by the K.E.A. on the respondent's property. The respondent permitted the K.E.A. to use these facilities without cost and to charge admissions for the games sponsored by the K.E.A. The respondent granted the confectionery concession at the ball park to an employee on the condition that he remit 40 per cent of the profits to the K.E.A. In addition, the respondent permitted the K.E.A. to raise funds during working hours by selling tickets for dances and other events. All funds received by the K.E.A. from the above sources were deposited to its account in a local bank.

The record shows that even after the effective date of the Act, July 5, 1935, the respondent continued to dominate and support the K.E.A., as set forth above, and also continued to recognize and bargain with it as the representative of the respondent's employees.[6]

105 2. Abandonment of the K.E.A.; formation and recognition of the Alliance.

Within several days after April 12, 1937, the date on which the Supreme Court of the United States upheld the constitutionality of the Act, D. P. Sommer, the respondent's vice president and general superintendent, sum-

6. No unfair labor practice findings herein are made on events which occurred prior to the effective date of the Act. However, such events are relevant as background evidence and are indicative of the "employer's attitude toward unions." See *N.L.R.B.* v. *Link-Belt*, 311 U. S. 584; *N.L.R.B.* v. *Pennsylvania Greyhound Lines, Inc., et al.*, 303 U. S. 261; *N.L.R.B.* v. *Pacific Greyhound Lines, Inc.*, 303 U. S. 272; *N.L.R.B.* v. *Newport News Shipbuilding & Dry Dock Co.*, 308 U. S. 241.

moned to his office the officers of the K.E.A.[7] and some of its employee representatives and informed them that the Act had made the K.E.A. "unlawful" and that therefore the respondent could not continue to recognize it as the exclusive bargaining representative of the employees.[8] The respondent made no public announcement of this decision or otherwise directly notified its employees of any change in its labor relations policy. Following the meeting with Sommer, a meeting of the K.E.A.'s governing body, the General Committee, was held in the plant.[9] At this meeting Hogue, the K.E.A. president, informed the committeemen of the respondent's decision to discontinue recognition of the K.E.A. because of its illegality. After some discussion as to what the General Committee should do under the circumstances, it was decided at the meeting to abandon the K.E.A. and to form another unaffiliated organization under the name of the Alliance. The same employees who had served as the last officers and committeemen of the K.E.A. became the organizing committee of the Alliance and immediately began an intense membership campaign at the plant. Without objection by the respondent, members of the organizing committee openly solicited employees for the Alliance in the plant during working hours.[10]

106 On April 16, 1937, the Alliance organizing committee met and appointed a committee to prepare a constitution and by-laws for the Alliance.[11] On April 21, the organizing committee held another meeting which was attended by 61 members of the committee and an undis-

7. At that time and for several years prior thereto, K.E.A. officers were Bruce Hogue, president; Paul Cantrall, vice president; Earl Lowman, secretary-treasurer; and James Mahannah, assistant secretary.

8. The exact date of this meeting between the respondent and the K.E.A. officers is not clear from the record. The respondent contends that it occurred in the latter part of March 1937. However, we agree with the Trial Examiner, and we find, that the credible evidence establishes that the meeting took place sometime between April 12 and 16, 1937.

9. It is not clear how many members of the committee attended this meeting.

10. There is testimony in the record, which we credit, as did the Trial Examiner, that members of the Alliance organizing committee solicited "in the foreman's office any places they would [sic] contact a fellow. It was general. It happened every day for a while."

11. This and all subsequent meetings were held off the respondent's property. For several months after the formation of the Alliance, it occupied the former offices of the K.E.A. The Alliance, however, paid the respondent $10 per month rent commencing April 15, 1937.

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closed number of "visitors." At this meeting, Bruce Hogue, Earl Lowman, and James Mahannah, who had served as the last officers of the K.E.A., were appointed temporary officers of the Alliance. Hogue addressed the meeting and stated, among other things, that the organizing committee had been "under a severe handicap by not being able to tell the men what we are going to do" and that "many of you do not know as yet what you have a right to konw about what is to be done." At Hogue's suggestion, the constitution and part of the by-laws, which were drafted by the previously designated committee, were read and adopted at this meeting of the organizing committee.

The Alliance constitution and by-laws bear a striking resemblance to the organic structure of the K.E.A. For example, both contain identical language or similar ideas in their respective sections relating to the composition and function of standing committees, duties of officers, election of departmental committeemen, procedure for impeachment of officers, method of expelling disloyal members, and procedure for adjustment of grievances. The governing body of both organizations was known as the General Committee and functioned similarly, except that the Alliance officers were elected by the membership at annual meetings and not by the General Committee, as was the case under the K.E.A. constitution. Although the element of direct management participation, one of the patent illegal provisions of the K.E.A. constitution, was eliminated in the Alliance constitution, the latter nevertheless included a provision, also found in the K.E.A. constitution, which makes it possible for the respondent to remove a committeeman from office by transferring him out of the department from which he was elected.
107 The Alliance also provided for payment of 25 cents a month dues, whereas the K.E.A. had no dues provision. Notwithstanding the differences noted above and other minor changes, we are convinced that the Alliance constitution and by-laws were patterned after the organic structure of the K.E.A. and gave to the employees generally an appearance of continuity between the two organizations.

On April 22, the day following the adoption of the constitution, Hogue wrote Superintendent Sommer that the

Alliance represented 80 percent of the respondent's employees and requested a conference on April 28 for the purpose of bargaining collectively with the respondent. At a meeting of the Alliance organizing committee on April 27, 1937, Hogue, as temporary chairman of the Alliance, was authorized to appoint a temporary Wage Committee and Seniority Committee "so these Committees may contact the management * * * to arrange for temporary contracts, agreements, etc., until such time as duly elected and permanent committees can make such permanent contracts and agreements * * *." Accordingly, Hogue appointed to these committees members of the organizing committee, who were, as stated above, the officers and representatives of the K.E.A. He also appointed to a newly formed Rules Committee four members of the organizing committee.

On April 28, pursuant to Hogue's above-mentioned written request, the respondent's officials met with the temporary officers of the Alliance and its temporary committee on Wages and Working Conditions. For some reason not disclosed by the record, the persons who appeared at this meeting as members of the committee were not the persons selected by Hogue on April 27, but were the persons who composed the Wage Committee of the K.E.A. Sommer testified that Hogue, or one of the representatives, opened the meeting by presenting "quite a large stack of cards, application cards—I assume they were applications—as proof of the number of members that had signed up, and asked that we recognize this organization as the bargaining agent for our employees, and after some discussion, we agreed to recognize them" as the exclusive bargaining representative for all the persons then employed at the plant. Sommer admitted at the hearing that no one on behalf of the respondent counted the cards or checked the signatures thereon.[12]

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Thereafter, on May 4, 1937, the K.E.A. bank balance of $228.53 was transferred to the bank account of the Alliance. This transfer was effected through a check

12. Sommer further testified that in June 1937 the Alliance submitted to the respondent dues check-off authorizations which supported the Alliance's majority representation claim. However, since these authorizations were apparently obtained after April 28, they are not probative of the Alliance's majority status at the time exclusive recognition was first accorded by the respondent.

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drawn against the K.E.A. account, signed by Earl Lowman and made payable to the Alliance, which was then endorsed by Lowman and deposited to the credit of the Alliance. We find, as did the Trial Examiner, that the funds were transferred at the direction of the temporary General Committee of the Alliance.[13]

In May, 1937, permanent officers of the Alliance were elected by the membership. Hogue, Cantrall, and Lowman were elected, over other nominees, president, vice president, and secretary-treasurer, respectively; James Mahannah, chief clerk in the wire mill, was made assistant secretary, an office not created by the constitution.[14]

Among the members of the Alliance who joined during its formative period and had their dues checked off
109 by the respondent, were a number of employees who exercised varying degrees of supervisory authority, as found by the Trial Examiner.[15] This group included, for example, five turn foremen in the open hearth department of the steel plant, who were in charge of separate

13. Lowman testified during the morning session of the first day of the hearing before the Trial Examiner that the funds were transferred pursuant to instructions of the Alliance's temporary General Committee. During the afternoon session, on cross-examination by counsel for the Alliance, Lowman testified "at that time [May 4] we had no committees formed yet" and that he transferred the funds upon orders from "a group of men associated with the ball club." We agree with the Trial Examiner that Lowman's testimony on cross-examination is unconvincing. Contrary to his testimony on cross-examination, the Alliance minutes admittedly show that on April 27, 1937, the Alliance temporary committees were appointed and that they were functioning prior to the date of the transfer. Moreover, the profits from the activities of the K.E.A. sponsored baseball team were considered part of the K.E.A. treasury and were commingled with funds from other sources in the K.E.A. general bank account. Under the circumstances, we do not believe that Lowman would have disposed of the K.E.A.'s entire bank balance without authorization from the K.E.A. officers and committeemen, who at the time were acting as the temporary General Committee of the Alliance. In any event, it is clear that the same group of individuals who were custodians of the K.E.A. treasury accepted the funds on behalf of the Alliance.

14. All four of these officers held the same corresponding offices in the K.E.A. at the time of its abandonment. Hogue, Lowman, and Mahannah had also previously served as temporary officers of the Alliance.

15. In its exceptions to the Intermediate Report, the Alliance in effect admits that "there were some supervisory employees, including some foremen and assistant foremen, who joined the 'Alliance' at its inception or shortly thereafter," but asserts that "practically all such employees were promptly dropped from membership. . . ." However, the evidence shows that the supervisory employees mentioned herein did not sever their connection with the Alliance until 1941. In any event it is clear that they gave support to the Alliance during the crucial period of its early existence. Moreover, it appears that at the time of the hearing, at least three supervisory employees, whom the respondent admits were representatives of management, were still members of the Alliance.

subdepartments thereof[16] and had general supervision over an undisclosed number of ordinary employees, and Maintenance Foreman Tyler,[17] who also had a crew under him. Although these foremen do not have authority to hire and discharge, the record shows, and we find, that the respondent, as well as the employees, considered them to be representatives of management.[18] We further find that the respondent is responsible for their union activity on behalf of the Alliance. Also among the group of supervisory employees who joined the Alliance were five rollers.[19] The respondent admits that these employees exercise some supervisory authority but contends that it is not responsible for their union activity. The record shows that the rollers report directly to the rolling mill superintendent and are in charge of the operations and crews in the "bloom mill" and the "roll mill." The rollers themselves perform certain intricate operations in the rolling mills and each directly supervises a crew of approxi-
110 mately 10 men; in addition the rollers have other supervisors under them, *viz.* heaters, who in turn supervise the work of crews engaged in certain related operations. The record further shows that rollers are considered by the respondent to have at least the same supervisory status and authority as turn foremen. Under all the circumstances, we find that rollers, like foremen, are representatives of management for whose conduct the respondent is chargeable.

The record discloses that from 1937 through 1942 the respondent and the Alliance held numerous bargaining conferences and reached agreement with respect to matters relating to wages, hours, and other conditions of employment; but not until after the Union appeared at the plant,

16. The names and official titles of these five are: Melter Foremen Fruehauf and Chilcot, Scrap Foremen Franks and Collins, and Head Stock Foreman Conway.

17. Tyler is also called a stationary engineer.

18. At the hearing Superintendent Sommer testified that on one occasion he reprimanded a foreman who was acting on behalf of the Union because it was "illegal under the law," and contrary to the respondent's policy for a "supervisor or a foreman" to engage in organizational activity. In its brief before the Board, the respondent, commenting on this incident, admitted that the conversation between Sommer and the foreman was discussion between "representatives of management."

19. The names of these rollers are: J. S. Tomlin (head roller), R. Warren Brown, Edw. Aldridge, H. P. Mason, and John Flannery.

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as described below, were any of these understandings embodied in a signed written agreement. On numerous occasions during this period, the Alliance requested such an agreement but the respondent consistently refused to execute a bilateral agreement for the stated reason that no other "little steel" company had signed a contract with a labor organization.[20]

3. The appearance of the Union and events subsequent thereto.

About June 1942, the Union appeared at the respondent's plant. It held organizational meetings, elected officers, and began a membership campaign among the respondent's employees. The Alliance immediately countered by intensifying its organizational activities in the plant. During the existence of these rival campaigns, the respondent failed to maintain the neutrality required of an employer by the Act.

At a meeting on June 15, 1942, between the Alliance Seniority Committee and Superintendent Sommer, the latter turned to John Huber, then a member of the committee, and stated that he heard that the Union had recently held a meeting which was attended by 17 employees and that he expected to obtain the names
111 of those in attendance.[21] A day or two later Hogue, the Alliance president, came to the plant during his off shift and had a long conversation with Huber during the latter's working time in an effort to ascertain whether Huber belonged to the Union. At that time, Huber denied his membership in the Union. However, by letter dated June 23, Hogue advised Huber that, in accordance with the Alliance constitution, charges had been filed against him because of his dual membership and that a hearing would be held with respect to his proposed expulsion from the Alliance. Huber did not attend the hearing and he was expelled. During June and thereafter, Hogue threat-

20. However, in December 1940, the respondent issued a "Statement of Labor Relations Policy," covering matters usually embodied in a collective bargaining agreement, including recognition of the Alliance as the exclusive bargaining representative. Although this document recited that the "policies" set forth therein had been approved by the Alliance, it specifically provided for unilateral changes therein by the respondent at any time.

21. The record shows that on June 13 or 14, 17 employees attended a meeting of the Union and elected John Huber, temporary president.

ened a number of other employees, including Fred Kelly and Winfred Hout, with expulsion from the Alliance because of their membership in the Union.

At about the same time that the Alliance began to purge its membership of union adherents, the respondent started for the first time effectively to enforce its no-solicitation rule, which had been promulgated in 1940.[22] On June 30, 1942, Superintendent Moritz sent letters to Huber and Jack White, president and chief steward of the Union, respectively, stating that their union activity and solicitation in the plant was contrary to "Company policy" and that if they did not cease such activity "drastic action would have to be taken." Thereafter, other active members of the Union received similar threatening letters from Moritz or were orally reprimanded by the respondent for union solicitation in the plant. In December 1942, employee Kelly was actually discharged because of an alleged violation of the no-solicitation rule, but was later reinstated when the respondent ascertained that in fact he had not violated the rule. In marked contrast to this treatment accorded Union members, the record shows that the Alliance members and officers continuously and openly solicited and engaged in other activity on behalf of the Alliance in the plant, frequently during working hours, with virtual impunity. Shortly after Huber and
112 White received the above-mentioned letters concerning their soliciting in the plant, they complained to Moritz that Hogue also was engaging in similar activity on behalf of the Alliance; at that time Moritz stated that he would write Hogue a similar letter. However, at the hearing before the Trial Examiner, Moritz admitted that he never wrote such a letter to Hogue, but added that he spoke to Hogue about the matter.[23]

The record contains other incidents which further establish the respondent's partisan attitude. Sometime during

22. While this rule prohibits any form of solicitation on the respondent's premises, it was applied only to cases of union solicitation.

23. Superintendent Moritz also testified that sometime in 1937 or 1938, he warned an unnamed employee against soliciting on behalf of some unnamed labor organization. It is also noted that during December 1943, Foreman Cordes ordered the removal of a ballot box which had been put in his department by an Alliance committeeman for the purpose of taking a vote of the employees with respect to a proposed change of working conditions in the department.

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1942, Superintendent Sommer, in reprimanding Foreman Newbury for allegedly "talking to the men about the C.I.O.," remarked, according to Newbury, we have "an organization here and we are going to maintain that organization right now."[24] On November 17, 1942, Superintendent Moritz wrote Hogue that he had learned that two or three employees of the Nail Department had thrown their Alliance buttons into a scrap can and that Moritz had requested the acting foreman to investigate the matter. In the letter to Hogue, Moritz quoted the report of the acting foreman, which reads:

"In regard to the men throwing their Alliance buttons away, I was told by one of the men that this happened three or four weeks ago. It has always been customary, when we are short of help, to take men off jobs where the kind of nails and tonnage would affect us the least, which normally is the 4D machine jobs. On these machines the regular helpers are Byrne, Molleck, Cramer, Maple, Girdzus and Keil. Maple and Molleck never complain much when they are taken off of their regular jobs but Byrne, Cramer, Girdzus and Keil at times have seemed more or less disgusted.

113 "Keil said that he was one of the men who threw his Alliance button away. I asked him why he did, and he said because he was too disgusted being taken off his regular job so often, although he did say that he didn't mean anything by doing this, and also that he realized that there wasn't anything we could do about it, and said he felt that the other fellows who threw their buttons away felt the same as he did.

"It seems as though some of these men understood that when they bid on a job and got it they would not be taken off, however, this naturally was a misunderstanding on their part, and even though these men do continue to get disgusted, there isn't anything we can do about it, when other men lay off or if we are short of help, so I just can't see any way to remedy this situation."

Moritz concludes the letter by saying, "I just thought, Bruce, that you would appreciate having this information."

24. While Sommer did not specifically deny the statement attributed to him, his version of the conversation differs somewhat from that of Newbury's. The Trial Examiner found Newbury to be a credible witness and we agree.

By letter dated December 15, 1942, Moritz sent Hogue another "bit of information" which Moritz thought Hogue would be "quite interested in." Therein Moritz stated: "* * * for your information, Mr. Herb Romen, Superintendent of the Northwestern Steel & Wire Company, called me this morning, so I took advantage of the opportunity to ask him about their working schedule, and he informed me that after the C.I.O. had gained a sole bargaining agreement with the Company, that the C.I.O. had learned from a former Keystone employee, who was then and still is working at Northwestern, about the 4-day off schedule that we had in force here, and that the C.I.O. immediately requested Northwestern Steel & Wire Company to adopt this same schedule, which the Company agreed to do."[25]

One of the anti-union leaflets, distributed by the Alliance during the Union's campaign, quoted Superintendent Moritz as having said that Huber told him that the Union's members in the fabric department were
114 "laying down" on the job. Later, Huber rebuked Moritz for permitting his name to be used in the Alliance's "smear campaign." According to Huber, Moritz admitted having made the quoted statement to Hogue and then characterized the "C.I.O." as "one of the rackets in the world," adding that if Huber "would just keep on with some more of the things he had said in the [Union's] meetings [he] would not get very far with it."[26] The record shows that other disparaging and belittling remarks about the Union were made by the respondent. For example, while Homer Coward and some other employees were discussing the Union, their foreman, Steve Conway, passed by and asked, "Why do you want the C.I.O. here?" On another occasion, Clyde Milan was asked by his foreman, Emil Hoffman, whether he had

25. The union members at the respondent's plant were objecting to the "4-day off schedule" which was then in force in some of the respondent's departments.

26. At the hearing before the Trial Examiner, Moritz admitted that Huber had complained to him about the Alliance's smear campaign but he denied that he had made the disparaging remarks attributed to him by Huber. Since Huber's testimony is corroborated in part by Moritz and since the record shows that on other occasions Moritz evinced a desire to assist the Alliance, we find, as did the Trial Examiner, that Huber's version of the conversation is substantially accurate.

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been "sucked" "into the C.I.O." Foreman Yocum asked Winfred Hout, one of the members of the Union who was expelled from the Alliance and who received a threatening letter from Moritz with respect to an infraction of the no-solicitation rule, how he and the Union were "getting along," and then said, "we have the Independent Union here, and I don't think you will be better off in the C.I.O. because they won't get you anything."

On December 1, 1942, the Union wrote the respondent that it represented a majority of the respondent's production and maintenance employees and requested that the respondent recognize and bargain with the Union as the employees' exclusive bargaining agent. By letter dated December 4, 1942, the respondent refused the Union's request for recognition, stating that the respondent "now recognizes and has for several years last past recognized the [Alliance] as collective bargaining agent," that such recognition was "based upon evidence heretofore submitted," and that the Union had not furnished evidence of its majority representation claim. The record shows that the respondent furnished the Alliance with this exchange of correspondence and that shortly thereafter the respondent and the Alliance began negotiations for a written contract. On February 11, 1943, the respondent and the Alliance, for the first time, executed a written exclusive bargaining contract.

115

4. Conclusions.

That the K.E.A. existed at all times after July 5, 1935, in violation of Section 8(2) of the Act is too clear for discussion.[27] The respondent suggested the formation of the K.E.A. and thereafter, until the abandonment of the K.E.A. in about the middle of April 1937, participated in its administration and contributed financial and other support to it.

We are equally convinced, and we find, that the Alliance exists as a continuation of, and the successor to, the K.E.A. and thereby inherited the K.E.A.'s taint of illegality. It is clear that the Alliance grew out of the K.E.A.

27. The respondent admits that its conduct with respect to the K.E.A. was violative of the Act.

without any line of fracture or break in continuity. This metamorphosis resulted from the respondent's belated decision, compelled by the Supreme Court's decision upholding the constitutionality of the Act, to withdraw recognition from the K.E.A., and the efforts of the K.E.A. leaders to perpetrate the type of labor organization which was known by them, as well as the other employees, to have the respondent's support and approval.

Immediately after the respondent privately informed the K.E.A. officers that it would no longer recognize the K.E.A. because of its inherent illegality, they together with other members of the K.E.A. General Committee met in the plant and decided to abandon the K.E.A. as such and to establish another unaffiliated organization known as the Alliance. As related above, this group of K.E.A. officials, acting as the Alliance organizing committee, directed and controlled the Alliance during its formative period and thereafter. They openly conducted an intense and widespread membership campaign in the plant during working hours. The K.E.A. officers became
the temporary and, later, the permanent officers of
116 the Alliance, and K.E.A. committeemen were appointed to the various temporary committees of the Alliance. The constitution and bylaws of the Alliance, drafted by one of the temporary committees, was patterned after the organic structure of the K.E.A. and contains an identical provision, which in effect permits the respondent to control the tenure of office of the Alliance committeemen. The treasury of the K.E.A. was turned over to the Alliance and used by it as part of its general treasury. At no time did the respondent inform the employees generally that the respondent withdrew its support and recognition of the K.E.A., that the employees were free to join or not to join any other labor organization, and that the respondent was wholly indifferent with respect to the self-organizational activities of its employees. Within about 2 weeks after the Alliance movement first began and during its crucial formative period, the respondent met with the erstwhile leaders of the K.E.A. as the Alliance temporary bargaining committee and precipitately accorded exclusive recognition to the Alliance without first verifying its claimed majority

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status by a membership card and pay-roll check, or by even counting the number of cards submitted. Thereafter, and over a period of years, the respondent bargained with the Alliance, as it had previously done with the K.E.A., without embodying the understandings reached into a signed agreement. In view of the foregoing facts and circumstances, the employees could reasonably conclude, and we find, that the Alliance evolved from and was linked to the K.E.A. and, as its successor, was the recipient of the respondent's continued support and favor.[28]

The respondent contends, however, that it satisfied its obligation under the Act by notifying the K.E.A. officers and committeemen of its withdrawal of recognition
117 from the K.E.A.[29] We do not agree. In our opinion such conduct falls short of the affirmative action required of the respondent to disabuse the employees generally of the reasonable impression and belief that the Alliance had the same management favor and support which accompanied the K.E.A., and cannot be regarded as effectively wiping the slate clean so as to afford the employees an opportunity to start afresh. The respondent made no public announcement whatsoever to its employees; it did nothing publicly to disavow the K.E.A. and to inform the employees of their freedom in

28. See *N.L.R.B.* v. *Southern Bell Telephone and Telegraph Co.*, 319 U. S. 50; *International Association of Machinists* v. *N.L.R.B.*, 110 F. (2d) 29 (App. D. C.), aff'd 311 U. S. 72; *Westinghouse Electric & Mfg. Co.* v. *N.L.R.B.*, 112 F. (2d) 657 (C. C. A. 2), aff'd 312 U. S. 660; *The Cudahy Packing Co.* v. *N.L.R.B.*, 116 F. (2d) 367 (C. C. A. 8); *Sperry Gyroscope Co.* v. *N.L.R.B.*, 129 F. (2d) (C. C. A. 2); *N.L.R.B.* v. *Standard Oil Co.*, 138 F. (2d) 885 (C. C. A. 2); and *Western Electric Co.* v. *N.L.R.B.*, 147 F. (2d) 519 (C. C. A. 4), cert. den. 65 S. Ct. 1014.

29. In support of its contention the respondent relies principally on *N.L.R.B.* v. *Duncan Foundry and Machine Works*, 142 F. (2d) 594 (C. C. A. 7), wherein the Court, in reversing a Board finding of employer domination of a successor union, concluded that under the circumstances there present the employer had "effectually disestablished" the predecessor dominated union even though notice of that fact was given by the employer only to representatives of the predecessor union and not to the employees generally. Aside from other considerations, we do not think that the cited case is here controlling on its facts. The Court significantly pointed out in that case that the employer had explicitly evinced to the representatives a neutral position and that such neutrality was made clear at an organizational meeting, attended by over half of the employees involved. The Court also emphasized that at the meeting the employees voted down a motion to retain all the officers of the predecessor organization and rejected a proposed agreement because "they had no hand in its composition," and that "the president of the old organization was placed in nomination and, by a majority vote, he was defeated." These facts are not present in the instant case.

self-organizational matters and of the respondent's complete indifference in that regard, thereby making plain the separation between the two organizations. On the contrary, we find that the respondent's failure to give suitable publicity to its abandonment of the K.E.A. and to any indifference which it may have had regarding its employees' organizational activities, especially when viewed in the light of the sudden and immediate formation of the Alliance under the circumstances hereinabove outlined, confirmed the impression and belief which could reasonably arise in the minds of the employees that the Alliance was merely a continuation of and a successor to the K.E.A.

While we are of the opinion that such pronouncements, to be effective, must be made by the respondent directly to its employees at large, and not through an intermediary such as the K.E.A. officers, it is clear and we find that in the instant case no such information was
118 given to the employees generally even through the K.E.A. officers or in any other manner.[30] Moreover, the notification to the K.E.A. officers of the respondent's withdrawal of recognition did not contain an assurance to them that the respondent was completely indifferent to their organizational efforts and that it had adopted and intended to pursue a policy of strict neutrality with respect to the future self-organization of its employees, nor did the K.E.A. officers and organizers relay such assurances to the employees at large. Finally, whatever appearance of neutrality might here have arisen from the abandonment of the K.E.A., was promptly dissipated by the support and encouragement given by the respondent to the Alliance in its formative period. For example, as stated above, the erstwhile leaders of the K.E.A. were permitted to engage in open and widespread organizational activities on behalf of the Alliance in the plant during working hours; supervisory employees joined and

30. Some employees testified generally that at about the time of the formation of the Alliance, or shortly thereafter, they learned from sources other than the respondent that the K.E.A. had been dissolved. Others testified that they did not know what happened to the K.E.A. One witness for the respondent testified that at the time in question he had no information as to whether the K.E.A. had been dissolved, adding "We went right from one [K.E.A.] to the other [the Alliance] and I did not pay any attention to it." This testimony is entirely consistent with our findings herein.

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remained members of the Alliance during its critical formative stage; and the Alliance was hastily accorded exclusive recognition without any attempted verification of its claimed majority status.

Moreover, even disregarding the factors which marked the Alliance as the successor to the K.E.A., we are convinced and find that during the period when the Union was competing for the allegiance of the respondent's employees, the respondent adopted an unneutral position in favor of the Alliance and rendered valuable support and assistance to it, within the meaning of Section 8(2) of the Act. It is clear that the respondent did not give the Union the same organizing privileges in the plant which were accorded to the Alliance both before and after the adoption of the no-solicitation rule in 1940. As stated above, immediately after the Union began its campaign in June 1942, the respondent for the first time put into
119 effect its dormant no-solicitation rule. Forceful letters were sent by the respondent to known active members of the Union, accusing them of violating the rule and warning them that future infractions would result in "more drastic" penalties; one union member was discharged, although later reinstated, for alleged repeated violations of the rule. No such similar forceful action was taken against the Alliance members who, the respondent knew or should have known, were also violating the rule. Under the circumstances, we find that the respondent discriminatorily invoked and enforced its no-solicitation rule so as to impede the Union's campaign and to assist the Alliance in maintaining its status.

Furthermore, it is now firmly established, and we find that the respondent's no-solicitation rule is violative of the Act, insofar as it prohibits union solicitation by employees on company property during non-working hours.[31] This unlawful prohibition in the rule is a recognized impediment to self-organization and, aside from its discriminatory enforcement, handicapped the Union, which was trying to gain a foothold in the plant, more than it did the Alliance, the established and recognized bargaining agent. Thus,

31. There is no showing that the rule prohibiting union solicitation during non-working hours was necessary in order to maintain production or to preserve discipline at the plant. *Matter of Republic Aviation Corporation*, 51 N.L.R.B. 1186 enf'd 65 S. Ct. 982 (16 L.R.R. 300), decided April 23, 1945.

the very existence of this illegal rule had the necessary effect of impeding the employees in the exercise of their right to transfer their allegiance from the Alliance to the Union and thereby constituted further assistance to the Alliance. Moreover, it appears that the Union's campaign, in fact, was suppressed to some degree by the actual application of the rule to union adherents who were soliciting in the plant during lunch and other non-working periods.

The record shows other close cooperation between the Alliance and the respondent calculated to thwart the Union's campaign. The Alliance first expelled certain of its members who were leaders in the union movement and then complained to the respondent that those individuals were active in the plant on behalf of the Union. Immediately, as noted above, the respondent took effective steps to suppress these active union adherents. A neutral employer would have recognized such complaints as campaign strategy of a rival union and would not have so acted upon them, especially since the Alliance was also engaging in the same general type of activity. Moreover, on other occasions, the respondent gratuitously furnished the Alliance with various "bits" of information, mentioned above, which were calculated to assist the Alliance. The respondent's partisan attitude and approval of the Alliance is further established by the hostile remarks of foremen against the Union and by foremen and other supervisory employees becoming and remaining members of the Alliance without objection by the respondent."

Finally, the respondent rendered invaluable assistance to the Alliance by signing an agreement with it as exclusive bargaining representative in February 1943, shortly after the respondent had received notice that the Union also was claiming exclusive bargaining rights. Therefore, the respondent had constantly rejected the Alliance's many previous requests for a signed agreement. We are convinced that at this time the respondent abandoned its long standing and well known policy of refusing to execute collective bargaining agreements and contracted with the Alliance in order firmly to entrench the Alliance as the

32. In marked contrast, the respondent, according to Superintendent Sommers, reprimanded Foreman Newberry for engaging in pro-union activities among the employees.

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employees' statutory bargaining representative so as to frustrate organizational activity by its employees on behalf of the Union. As we have previously held, a neutral employer, upon being confronted with conflicting representation claims by two rival unions, "would not negotiate a contract with one of them until its right to be recognized as the collective bargaining representative had been finally determined upon the procedure set up under the Act."[33] The conflicting claims of the Union and the Alliance gave rise to a question concerning representation of the respondent's employees which the respondent could have had conclusively resolved by filing with the
121 Board an employer's representation petition. However, the respondent elected to disregard the union's claim and to negotiate with the Alliance on the basis of inconclusive proof of its majority status. While the respondent may have received, over a period of time, Alliance dues check-off authorizations from a majority of employees, it was aware of the existence, and had no way of ascertaining the extent, of dual membership among its employees, resulting from the intense organizational activity of the two competing unions. We are satisfied and find that by contracting with the Alliance under these circumstances, the respondent gave the Alliance an unsurmountable advantage over the Union, indicated its continued approval of the Alliance, accorded it unwarranted prestige, and thereby rendered unlawful support and assistance to the Alliance.[34]

At the hearing before the Trial Examiner, about 200 members of the Alliance testified, and the respondent offered to prove through about 900 others, that they joined the Alliance of their own free will and accord, that the respondent in no way influenced them or caused them to join the Alliance, that they had always felt free to join or not to join any labor organization they desired, and that to their knowledge the respondent had not dominated or interfered with the administration of the

33. See *Matter of Elastic Stop Nut Corporation*, 51 N.L.R.B. 694, 702, enf'd 147 F. (2d) 371 (C. C. A. 8).

34. See *Matter of Elastic Stop Nut Corporation, supra;* also *Matter of Minnesota Mining and Manufacturing Co.*, 61 N.L.R.B., No. 110, where the Board set aside an election because shortly prior thereto, the employer bargained with one of two rival unions on a grievance and thereby evinced a discriminatory preference for that union.

Alliance. We have considered this evidence and find that it does not overcome the more positive testimony in the record that the Alliance is the successor to the K.E.A., that the respondent rendered unlawful support and assistance to the Alliance, and that the respondent's conduct with respect to both organizations removed from the employees' selection of the Alliance the complete freedom of choice which the Act contemplates. Moreover, such testimony by employees concerning the effect, or lack of effect, of the respondent's acts on them, aside from being generally unreliable because of the very nature of the circumstances involved, is not probative of whether
122 the respondent has actually engaged in the illegal conduct found above and upon which our unfair labor practice findings herein are predicated.[35] Nor do we find merit in the contention that the Alliance should not be disestablished because of a showing that at times the Alliance assumed some degree of militancy in dealing with the respondent on behalf of the employees. That the Alliance may have achieved some measure of success during its protracted bargaining relationship with the respondent cannot, and does not, cleanse the Alliance of its illegal taint.[36] Moreover, it cannot be said that greater benefits might not have been secured if the freedom of choice of a bargaining agent had not been interfered with.[37] In any event the effect of the respondent's unlawful conduct with respect to the Alliance and its predecessor, the K.E.A., have not been dissipated. Upon the entire record, we are convinced and find that the Alliance is incapable of functioning as a true bargaining representative of the respondent's employees and continues to operate as a bar to the freedom of self-organization.[38]

We find, as did the Trial Examiner, that the respondent, by the foregoing acts and course of conduct, dominated and interfered with the administration of the K.E.A. and the formation and administration of the Alliance,

35. *Western Cartridge Co.* v. *N.L.R.B.*, 134 F. (2d) 240 (C. C. A. 7), cert. denied 320 U. S. 746.

36. See *Corning Glass Works* v. *N.L.R.B.*, 118 F. (2d) 625 (C. C. A. 2); *Sperry Gyroscope Co.* v. *N.L.R.B.*, 129 F. (2d) 922 (C. C. A. 2).

37. *Virginia Electric and Power Co.* v. *N.L.R.B.*, 319 U. S. 533.

38. *N.L.R.B.* v. *Newport News Shipbuilding*, *supra*; *N.L.R.B.* v. *Link-Belt Company*, 311 U. S. 584; *Westinghouse Electric* v. *N.L.R.B.*, *supra*; *International Ass'n. of Machinists* v. *N.L.R.B.*, *supra*.

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and contributed support to both of them, within the meaning of Section 8 (2) of the Act, thereby interfering with, restraining and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act. We further find that the respondent, by its conduct in discriminatorily invoking and applying its no-solicitation rule, in extending the prohibition against union solicitation in the plant to the employees' non-working hours, and in executing a contract with the Alliance under the circumstances set forth above, interfered with,
123 restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act, thereby engaging in unfair labor practices within the meaning of Section 8 (1) of the Act.

B. The alleged discriminatory discharges.

The complaint, as amended at the hearing, alleged that the respondent on May 28, 1943, demoted eight named employees and thereafter discharged them because they had joined and assisted the Union and had engaged in other concerted activities with other employees for the purposes of collective bargaining and other mutual aid and protection. The respondent's amended answer denied that the said eight employees were demoted. The amended answer averred that they were discharged for refusing to do the work assigned to them.

These eight employees were employed in the fabric department of the wire mill. Sometime in 1939 or 1940, the respondent fixed that department's normal force[39] at 32 men. Shortly after the United States entered the war, the production in the fabric department was materially reduced because the Government placed the material there produced on the non-essential list for civilians. By May or June 1942, the normal force in the fabric department had been, through resignations from respondent's employ or through men going into the armed forces, reduced to 26 men. Nevertheless, by May or June there was not sufficient business in the fabric department to necessitate

39. By "normal force" is meant the fixed number of employees who would get a certain and established amount of work in that department before new men or men of lesser seniority would be given work in that department. In 1939 or 1940, the respondent fixed the normal force in each department in the plant.

the retention of the 26 persons and the respondent, instead of laying off some employees or assigning them to other departments,[40] divided the work in that department. Due to contracts received by the respondent from the Government, the work in the respondent's patenting department increased so that by May or June more men were needed in the patenting department. Accordingly, the respondent divided the work in the fabric department with the men there employed and sent to the
124 patenting department the men for whom there was no work in the former department. This arrangement was a source of much concern to the respondent. The fabric men did not desire this arrangement because they could not earn as much money in the patenting department as they earned in the fabric department. In fact, some employees informed Moritz that they did not care to work in the patenting department and would be satisfied with whatever work they could obtain in the fabric department. The record shows that the work in the patenting department was more laborious, tedious, and dangerous than that in the fabric department. In fact, in a short space of time, four fabric department men were injured while working in the patenting department. The foremen and the employees of the patenting department also complained to Moritz about this arrangement. The foremen complained that production suffered due to the shifting of the fabric department men every few days. The patenting department's normal force complained because due to the shifting of the fabric department men, they, the patenting department men, were not able to turn out sufficient products to warrant them obtaining their usual bonuses.

For about 6 months prior to May 28, 1943, Moritz attempted to induce the fabric department men to agree to reduce the size of its normal force and to allow him to assign some of them either to the hot house or to the patenting department.[41] The men were adamant in

40. Department, not plant, seniority prevails.

41. For the past several years it has been the respondent's policy to allow the men in the department to decide whether the normal force should be reduced. The same is true before a drastic change in working conditions is put into effect.

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their refusal to consent to such reduction or transfer."[42] On May 14, Moritz wrote Hogue the following letter:

We are still bothered with complications in our Patenting Department as a result of Fabric Department men working three days in the Fabric Department and then three days in the Patenting Department. It causes a lot of confusion and certainly hampers production, for it is only logical to assume that men can be more efficient where they are steadily employed on a particular job.

I appealed to you and the Department Committee very urgently in December for the Fabric Department to vote on a proposition to give the oldest men the maximum amount of time in the Fabric Department, and let me have the rest of these men with the assurance that they would receive the same hours of work in some other place in the Mill as the older men in the Fabric Department received in the Fabric Department.

Naturally I could not guarantee these newer men the same earnings as they would make in the Fabric Department but for example, had that rule gone into effect at that time, every one of those men that would have come out of the Fabric Department at that time, if they had applied themselves, would have had jobs in the Drawing or the Patenting Department, which would have made them equally as much money, or more than they had been making. The proposition was turned down, however, and as I see the picture, both the men and the Company have been the losers, but I really believe the men were hurt far more than the Company, and now we are still faced with about the same condition.

I am wondering if you will revive this thought and see what can be done—the proposition remaining the same which is to give whatever men are needed in the Fabric Department six days according to their seniority, and the rest of the men we will use in some other place in the Mill, which, under present conditions would place them all in the Patenting Department. This rule to be only temporary for the duration, or if you or the men would so prefer, we could make it for a 90-day period at a time.

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42. It was clearly understood by the men in the fabric department that if the normal force were reduced, it would be done in accordance with seniority.

The sole thought involved is to get out the maximum amount of production per man between the two Departments.

126 On May 15, Hogue, by letter, communicated to the men in the fabric department the contents of Moritz's letter.[43] On or about May 24, the Alliance members of the fabric department voted to reject Moritz's suggestion.[44] Moritz was immediately informed of the employees' decision. He then conferred further with Hogue in an effort to have Hogue use his influence with the men in that department. Either on May 27 or 28, Hogue's son, Glenn, a fabric department employee, and an Alliance committeeman, circulated a petition among the fabric department men, which stated that the signatories thereto were not adverse to the reduction of the normal force providing the men transferred did not lose their fabric department seniority. A majority of the fabric department men signed the petition.[45] On May 28, the petition was presented to Moritz. He testified that before the receipt of the petition he had decided to reduce the fabric department, and therefore, the petition played no part in his determination. He also testified that it was the respondent's policy to pay no attention to petitions submitted by employees. Moritz further testified that on May 28, he told Hogue and the fabric department committeemen that he had decided to reduce the fabric department normal force to 16 men and transfer the remaining 10 men to the patenting department; that the men transferred would not lose their fabric department seniority; that the new schedule would be put into effect the following week; that Hogue and the committeemen requested as long as the change was going to be made, that it be made at once; and that he thereupon recalled the schedule which had been posted earlier that day and posted a new schedule, which showed that the normal force was reduced to 16 men and the 10 men with the least seniority were transferred to the patenting department.

43. More specifically, Hogue's letter was sent to the Alliance's committeemen of the fabric department, but all the employees of that department were immediately advised of the contents of the letter.

44. Although most of the men in the fabric department were members of the Union, all but a few were also members of the Alliance.

45. Some of the Board's witnesses testified that they signed the petition under a misapprehension, thinking that, from what Glenn Hogue had told them, the men with the least seniority were willing to be transferred.

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127 The union members in the fabric department, upon realizing the purpose of the petition, which some of their co-members had signed, and upon further realizing that the Union's president, its recording secretary, and its chief steward were among those to be transferred, circulated a petition on June 1, which, in effect, was a revocation of the petition circulated by the Alliance. The Union's petition was signed by 17 fabric department men, including many who had signed the Alliance petition. Eight of the 10 men transferred refused to work in the patenting department and remained away from the plant.

On June 1, Moritz posted a notice in the fabric department which stated that the men transferred would retain their fabric department seniority, would be permitted to return to that department as soon as work there warranted it, and would "also be building up seniority in the Patenting Department." Later that day or on June 2, Huber, the president of the Union, requested Moritz to fix a time so that he and a committee from the Union could discuss the reduction of the normal force. Moritz made the appointment for June 5. At the appointed hour Huber and his committee came to Moritz's office. When they saw Hogue, his son, and the Alliance fabric committee with Moritz and the fabric department foreman, one of the Union's members said that it seemed to him that they were in the wrong office and thereupon Huber placed the petition which the Union had circulated on Moritz's desk and he and his committee left Moritz's office. Hogue and his committee then left. Shortly thereafter, two of the eight fabric department men who refused the transfer came to Moritz's office and inquired as to what happened at the meeting. Moritz told them what transpired and advised them to report for work immediately in the patenting department. They replied that they did not want to lose their seniority. Moritz then read to them a copy of the notice which he had posted on June 1. Upon leaving Moritz's office, the two men stated that they would consider whether they would accept the transfer.

On June 6, the Union held a meeting of its fabric department members which was attended by all, except one
128 or two. There, the two members who conferred with Moritz on the previous day told their comembers the

contents of the posted notice and about Moritz's advice to accept the transfer.[46] Nonetheless, the union members decided not to accept the transfer. Pursuant to the Union's request, the respondent's attorney, on June 9, conferred with the eight union members who refused the transfer as well as with two representatives of the Union's International. During the course of the conference, the attorney read to all present a copy of the June 1 notice and advised the eight men that if they did not immediately return to work they would be "hurt." Again the eight men refused to work in the patenting department. On June 10, the personnel manager telephoned each of the eight men and inquired whether he intended to accept the transfer. Each replied in the negative. On June 11, the respondent wrote each of the eight men that he was discharged for refusing to perform the work assigned to him.

Counsel for the Board contended at the hearing that the respondent did not in good faith reduce the fabric department normal force, but transferred the 10 men in order to discriminate against these men because of their union membership and activities. While it is true that 2 union officials and its chief steward were among the persons transferred to less desirable positions, the record, although replete with evidence showing that the respondent was opposed to its employees belonging to the Union, does not support the allegation of the complaint, as amended, that the 8 named employees were demoted and subsequently discharged because of their union membership or activities. This finding is buttressed by the fact that in August 1943, the fabric department's normal force was further reduced and the men who did not remain in that department were transferred to another department. Among those transferred was Glenn Hogue. Subsequently, however, work in the fabric department increased and the men transferred in August were recalled. Moreover, the 2 men who accepted the transfer to the patenting depart-
129 ment on May 28, subsequently refused offers to return to the fabric department because they were earning more money in the patenting department.

Under the circumstances, we agree with the Trial Examiner and find that Fred Raines, John Huber, Merle Davis,

46. Since most of the fabric department union men remained away from the plant after May 28, they did not know about the June 1 notice.

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Virgil Woods, Edgar Partlow, Allen Pitchford, Thomas Hayes, and Jack White were not discriminated against, within the meaning of Section 8 (3) of the Act. We shall, accordingly, dismiss the complaint as to them.

IV. The effect of the unfair labor practices upon commerce.

The activities of the respondent set forth in Section III A, above, occurring in connection with the operations of the respondent described in Section I, above, have a close, intimate, and substantial relation to trade traffic, and commerce among the several States, and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

V. The remedy.

Having found that the respondent has engaged in unfair labor practices, we shall order it to cease and desist therefrom and to take certain affirmative action designed to effectuate the policies of the Act.

We have found that the respondent has dominated and interfered with the administration of the K.E.A. and with the formation and administration of its successor, the Alliance, and has contributed support to them. Since the K.E.A. has ceased to function, we shall not order its disestablishment; but since this organization has been succeeded by the Alliance, with which the respondent is currently dealing, we shall order the respondent to cease and desist from recognizing the K.E.A., in the event that it should subsequently resume functioning. Moreover, we find that the present existence of the Alliance and its continued recognition constitute a continuing obstacle to the exercise by the employees of the rights guaranteed them under the Act. Therefore, in order to effectuate the policies of the Act and to free the employees from the effects of the respondent's unfair labor practices,
130 we shall order the respondent to withdraw all recognition from the Alliance as the representative of any of the respondent's employees for the purpose of dealing with the respondent concerning grievances, labor disputes, wages, rates of pay, hours of employment, and conditions of employment, and to completely disestablish it as such representative.

As we have previously found, the respondent's conduct in executing the contract of February 11, 1943, with the Alliance constituted unlawful assistance to the Alliance. This contract has been a means whereby the respondent has utilized the unlawfully dominated and supported Alliance to frustrate self-organization and to defeat genuine collective bargaining by the employees. We shall, therefore, order the respondent to cease and desist from giving effect to said contract or to any renewal, extension, modification, or supplement thereto. Nothing in this Decision or in our Order shall be taken to require the respondent to vary those wages, hours, seniority, and other substantive features of its relations with the employees, themselves, which the respondent has established in the performance of said contract.

Since we have found that the extension of the prohibition against union solicitation by employees to their non-working hours was violative of the Act, we shall order the respondent to rescind immediately the rule to that extent.

The maintenance of a lineage of company-dominated and supported organizations present a ready and effective means of obstructing self-organization of employees and their choice of their own representatives for the purpose of collective bargaining. The respondent's long domination and interference with two successive labor organizations, its contribution of support to them, the activities of its supervisory employees, the discriminatory enforcement and application of the no-solicitation rule, and the extension of the prohibition against union solicitation by employees to their non-working hours, ran the gamut of interference, restraint, and coercion within the meaning of Section 7 of the Act. Because of the respondent's unlawful conduct and its underlying purpose, we are convinced and find that the unfair labor practices found are
131 persuasively related to the other unfair labor practices proscribed by the Act and that a danger of their commission in the future is to be anticipated from the course of the respondent's conduct in the past. The preventive purpose of the Act will be thwarted unless our order is coextensive with the threat. In order, therefore, to make effective the interdependent guarantees of Section 7, to prevent a recurrence of unfair labor practices, and thereby to minimize strife which burdens and

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obstructs commerce and thus effectuate the policies of the Act, we shall order the respondent to cease and desist from in any other manner infringing upon the rights guaranteed in Section 7 of the Act.

Conclusions of Law

1. United Farm Equipment & Metal Workers of America, affiliated with the Congress of Industrial Organizations, and Independent Steel Workers' Alliance are labor organizations, and Keystone Employees Association was a labor organization, within the meaning of Section 2 (5) of the Act.

2. By dominating and interfering with the administration of Keystone Employees' Association, by dominating and interfering with the formation and administration of Independent Steel Workers' Alliance, and by contributing support to them, the respondent has engaged in, and as to the Alliance, is engaging in, unfair labor practices, within the meaning of Section 8 (2) of the Act.

3. By interfering with, restraining, and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act, the respondent has engaged in and is engaging in unfair labor practices, within the meaning of Section 8 (1) of the Act.

4. The aforesaid unfair labor practices are unfair labor practices affecting commerce, within the meaning of Section 2 (6) and (7) of the Act.

5. The respondent had not discriminated in regard to the hire and tenure of employment of Fred Raines, John Huber, Merle Davis, Virgil Woods, Edgar Partlow, Allen Pitchford, Thomas Hayes, and Jack White within the meaning of Section 8 (3) of the Act.

132 ORDER

Upon the basis of the above findings of fact and conclusions of law and pursuant to Section 10 (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that the respondent, Keystone Steel & Wire Company, and its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Dominating or interfering with the administration

of Keystone Employees Association, or its successor, Independent Steel Workers' Alliance, or with the formation and administration of any other labor organization, and from contributing support to Keystone Employees Association or Independent Steel Workers' Alliance, or any other labor organization;

(b) Recognizing Independent Steel Workers' Alliance as the representative or any of its employees for the purpose of dealing with the respondent concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other conditions of employment;

(c) Giving effect to any and all contracts, supplements thereto or modifications thereof, with Independent Steel Workers' Alliance;

(d) In any other manner interfering with, restraining, or coercing its employees in the exercise of the right to self-organization, to form labor organizations, to join or assist United Farm Equipment & Metal Workers of America, C.I.O., or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in concerted activities, for the purpose of collective bargaining or other mutual aid or protection, as guaranteed in Section 7 of the Act.

2. Take the following affirmative action, which the Board finds will effectuate the policies of the Act:

(a) Withdraw all recognition from, and completely disestablish, Independent Steel Workers' Alliance as the representative of any of its employees for the purposes of dealing with the respondent concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other conditions of employment, and refrain
133 from recognizing Keystone Employees Association in the event that organization returns to active existence;

(b) Rescind immediately the rule against solicitation insofar as it extends to the employees' non-working hours;

(c) Post at its steel mill and wire mill at Bartonville, Illinois, copies of the notice attached hereto, marked "Appendix A." Copies of said notice, to be furnished by the Regional Director for the Thirteenth Region, shall, after being duly signed by the respondent's representatives, be posted by the respondent immediately upon receipt thereof, and maintained by it for sixty (60) consecutive days

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thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the respondent to insure that said notices are not altered, defaced, or covered by other material;

(d) Notify the Regional Director for the Thirteenth Region in writing, within ten (10) days from the date of this Order, what steps the respondent has taken to comply herewith.

And it is further ordered that the complaint, insofar as it alleges that the respondent discriminated against Fred Raines, John Huber, Merle Davis, Virgil Woods, Edgar Partlow, Allen Pitchford, Thomas Hayes, and Jack White, be, and it hereby is, dismissed.

Signed at Washington, D. C., this 22nd day of June, 1945.

HARRY A. MILLIS,
Chairman
GERARD D. REILLY,
Member
JOHN M. HOUSTON,
Member
National Labor Relations Board.

[SEAL]

134 *Appendix A*

NLRB 584
(10-1-44)

NOTICE TO ALL EMPLOYEES
Pursuant to
Decision and Order

of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, we hereby notify our employees that:

"We hereby disestablish Independent Steel Workers' Alliance as the representative of any of our employees for the purpose of dealing with us concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other conditions of employment, and we will not recognize it or any successor thereto for any of the above purposes.

"We will not dominate or interfere with the formation or administration of any labor organization or contribute financial or other support to it.

"We will refrain from recognizing Keystone Employees Association in the event of its return to active existence.

"We hereby rescind our rule against union solicitation in the plant, insofar as it extends to the employees' nonworking hours.

"We will not give effect to any and all contracts, supplements thereto or modifications thereof, with Independent Steel Workers' Alliance."

We will not in any manner interfere with, restrain, or coerce our employees in the exercise of their right to self-organization, to form labor organizations, to join or assist United Farm Equipment & Metal Workers of America, C.I.O. or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection.

135 All our employees are free to become or remain members of this union, or any other labor organization.

KEYSTONE STEEL & WIRE COMPANY, A CORPORATION,
(*Employer*)

Dated..... By.....
(*Representative*) (*Title*)

This notice must remain posted for 60 days from the date hereof, and must not be altered, defaced, or covered by any other material.

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IN THE

UNITED STATES CIRCUIT COURT OF APPEALS

FOR THE SEVENTH CIRCUIT

No. 8887

KEYSTONE STEEL & WIRE COMPANY, A CORPORATION, AND INDEPENDENT STEEL WORKERS ALLIANCE, PETITIONERS, *v.* NATIONAL LABOR RELATIONS BOARD, AND UNITED FARM EQUIPMENT & METAL WORKERS OF AMERICA, C.I.O., RESPONDENTS.

Petition to review and in part set aside an order of the National Labor Relations Board

To the Honorable, The Judges of the United States Circuit Court of Appeals for the Seventh Circuit:

The Keystone Steel & Wire Company, an Illinois Corporation, hereinafter sometimes referred to as "Keystone", and Independent Steel Workers Alliance, a labor organization, hereinafter sometimes referred to as the "Alliance", believing themselves to be aggrieved by a certain order entered on June 22, 1945 by the Na-
136 tional Labor Relations Board, hereinafter sometimes referred to as the "Board", in a proceeding against Keystone appearing on the dockets of the Board as Case No. 13-C-2069, In the Matter of Keystone Steel & Wire Company, a corporation, and United Farm Equipment and Metal Workers of America, C.I.O., hereinafter sometimes referred to as the "Union", in which proceedings the Alliance was an intervener, jointly and severally respectfully petition this Honorable Court to review and to in part set aside said order and in support of their petition respectfully represent:

PARTIES AND JURISDICTION

1. Keystone is, and at all times mentioned herein, was, a corporation duly organized and existing under the laws of the State of Illinois, having its office and principal place of business at Bartonville, Illinois. Keystone maintains and operates, and at all times herein mentioned, has maintained and operated a plant in Bartonville, Illinois, at

which it is engaged in the manufacture, sale and distribution of semi-finished and finished steel products.

2. Alliance is an unaffiliated labor organization admitting to membership employees of Keystone, and is the recognized bargaining agent for the employees of Keystone and has been such recognized bargaining agent for more than seven (7) years last past, and has as its members a majority of the eligible employees of Keystone.

3. United Farm Equipment & Metal Workers of America, C.I.O. is a labor organization, admitting to membership employees of Keystone, which organization was represented in said proceedings before the Board by the law firm of Meyers & Meyers, whose address is Suite 1315 Steuben Building, 188 West Randolph Street, Chicago, Illinois.

4. Respondent is a public body known as the National Labor Relations Board created pursuant to the Act of Congress of July 5, 1935, Chapter 372, 49 Stat. 449, 29 U.S.C.A. 151 to 166, hereinafter referred to as the "Act".

The members of the Board at the time the said
137 order was issued were Harry A. Millis, Chairman, Gerald D. Reilly and John M. Houston, Members, and its principal office is in Washington, District of Columbia. At Chicago, Illinois, the Board has an office and Regional Director. Said Regional Director has charge of the Thirteenth Region of the Board and Keystone's plant is located within said Region.

5. The alleged unfair labor practices complained of in said proceedings before the Board were alleged to have been committed at Keystone's plant in Bartonville, Illinois. Said plant is located in the Seventh Judicial Circuit of the United States within the jurisdiction of this Court.

6. By reason of the matters alleged in paragraphs 1, 2, 3, 4, and 5 hereof, this Court has jurisdiction of this Petition by virtue of Section 10 (f) of the Act, 29 U.S.C.A., Section 160 (f).

PROCEEDINGS BEFORE THE BOARD

7. On April 8, 1944, the Regional Director of the Board for the Thirteenth Region issued and filed a complaint against Keystone in the aforesaid proceedings together

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with a notice of hearing which complaint was based upon a third amended charge filed with the Board on April 8, 1944 by the United Farm Equipment and Metal Workers of America, C.I.O., hereinafter referred to as the "Union".

Said complaint, as later amended during the hearing, alleged that Keystone had committed and was committing unfair labor practices affecting commerce within the meaning of Section 8, (1), (2) and (3), and Section 2, (6) and (7) of the Act substantially as follows:

A. That Keystone dominated and interfered with the administration of and contributed support to the Keystone Employees Association, a labor organization, herein called the "K. E. A." and the Alliance, its alleged successor;

B. That Keystone demoted and subsequently discharged eight (8) named employees because of their membership in the Union and activity against the Alliance; and

138 C. That by the foregoing acts by urging and warning its employees to join the Alliance, by advising and threatening its employees not to join the Union, by interrogating its employees about their union membership, by disparaging the Union, by according the Alliance exclusive recognition without first securing adequate proof of its majority status and subsequently signing a written exclusive bargaining agreement with the Alliance, by promulgating and discriminatorily invoking and enforcing a rule prohibiting union and other types of solicitation on company time and property, and by other acts. Keystone interfered with, restrained and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

On April 20, 1944, Keystone filed an answer and on May 11, 1944, an amended answer denying the alleged unfair labor practices and further alleged that the Board was without jurisdiction to hear and determine the issues regarding the legality of the Alliance and its contract with Keystone of February 11, 1943, on the ground that the proceedings were not brought within the time prescribed by the rider attached to the Federal Security Appropriation Act of 1944, Chapter 221, Public Law 135,

Seventy-eighth Congress. The Alliance filed an answer and an amended answer denying the allegations of the complaint with respect to its domination and that it was a successor of the K. E. A., and challenged the jurisdiction of the Board because of the limitation contained in the above mentioned Appropriation Act rider.

Pursuant to notice, the complaint came on for hearing at Peoria, Illinois, on May 15, 1944 before Howard Myers, an Agent of the Board, designated by the Board as Trial Examiner for said hearing, and said hearing was held by said Trial Examiner on various days between May 15 and June 30, 1944. At the opening of the hearing, the Alliance moved to intervene, which motion was granted. The Board appeared by its attorney and offered evidence in support of the charge of the complaint as amended, and Keystone appeared by its attorney and offered evi-
dence in refutation of said charges, and the Alliance
139 appeared by its attorney and offered evidence in refutation of the charges except as to charges under Section 8, (3) of the Act.

8. At the conclusion of the evidence offered by the Board, Counsel for Keystone and counsel for the Alliance moved to dismiss the complaint for lack of proof which motions were denied. Counsel for both Keystone and the Alliance moved to dismiss the complaint insofar as it involved the Alliance on the ground that the charges on which the complaint was issued had not been timely filed within the meaning of the rider to the 1943-44 Appropriation Act, which motions were both denied by the Trial Examiner. At the close of the hearing, Keystone and the Alliance renewed these motions and further moved to dismiss the complaint for lack of proof. The Trial Examiner reserved decision on these motions and later denied them in his intermediate report. At the close of the hearing, the Board's attorney moved to conform the pleadings to the proof made at the hearing, which motion was granted.

9. On September 23, 1944, the Trial Examiner issued his intermediate report in which he made findings of fact that Keystone had dominated and interfered with the formation and administration of Keystone Employees Association and the Alliance and by contributing support

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thereto had engaged in and, as to the Alliance, was engaging in unfair labor practices within the meaning of Section 8 (2) of the Act; and by interfering with, restraining, and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act, Keystone has engaged in and was engaging in unfair labor practices within the meaning of Section 8, (1) of the Act; and that the aforesaid labor practices were unfair labor practices affecting commerce within the meaning of Section 2, (6) and (7) of the Act; and that by discharging the eight (8) named employees, Keystone did not violate the Act. Upon the conclusions above set forth, the Trial Examiner recommended that Keystone should:

"A. cease and desist from:

(1) Dominating or interfering with the formation or administration of Independent Steel Workers' 140 Alliance, or any other labor organization of its employees, and from contributing support to Independent Steel Workers' Alliance, or any other labor organization of its employees;

(2) Giving effect to any and all contracts, supplements thereto or modifications thereof, with Independent Steel Workers' Alliance;

(3) In any other manner interfering with, restraining or coercing its employees in the exercise of the rights to self-organization, to form labor organizations, to join or assist United Farm Equipment & Metal Workers of America, C.I.O., or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection as guaranteed in Section 7 of the Act.

B. Take the following affirmative action which the Examiner found would effectuate the policies of the Act:

(1) Withdraw all recognition from Independent Steel Workers' Alliance, as the representative of any of its employees for the purpose of dealing with the respondent concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other conditions of employment, and completely disestablish said Independent Steel Workers' Alliance as such representative;

(2) Rescind immediately the rule against solicitation insofar as it extends to the employees' own time;

(3) Post immediately in conspicuous places throughout its plant at Bartonville, Illinois, and maintain for at least sixty (60) consecutive days from the date of posting, notices stating that the respondent will not engage in the conduct from which it has been recommended that it cease and desist in paragraph A (1), (2) and (3) of these recommendations, (2) that it will take the affirmative action set forth in paragraphs B (1) and (2) of these recommendations;"

Said intermediate report was received by the
141 petitioners and thereafter both petitioners duly served on the Board four (4) copies of their exceptions to the intermediate report and four (4) copies of a request for oral argument before the Board and also served upon the Union copies of their said exceptions to the intermediate report and copies of their request for oral argument before the Board. On April 12, 1945, the Board heard oral argument at which hearing Counsel for both petitioners and for the Union were heard.

ORDER TO BE REVIEWED.

10. On June 22, 1945, the Board entered its decision, findings of fact and conclusions of law, and issued its order on said complaint, which order was received by both petitioners herein on June 25, 1945. In said decision the Board stated it had reviewed the rulings of the Trial Examiner on motions and objections to the admission of evidence and found no prejudicial error had been committed and affirmed all such rulings.

11. The order of the Board issued as aforesaid required Keystone to:

"A. Cease and desist from:

"(1) Dominating or interfering with the administration of Keystone Employees Association, or its successor, Independent Steel Workers' Alliance, or with the formation and administration of any other labor organization, and from contributing support to Keystone Employees Association or Independent Steel Workers' Alliance, or any other labor organization;

"(2) Recognizing Independent Steel Workers' Alliance as the representative of any of its employees for the purpose of dealing with the respondent concerning griev-

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ances, labor disputes, wages, rates of pay, hours of employment, or other conditions of employment;

"(3) Giving effect to any and all contracts, supplements thereto or modifications thereof, with Independent Steel Workers' Alliance;

"(4) In any other manner interfering with, restraining, or coercing its employees in the exercise
142 of the right to self-organization, to form labor organizations, to join or assist United Farm Equipment & Metal Workers Of America, C.I.O., or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in concerted activities, for the purpose of collective bargaining or other mutual aid or protection, as guaranteed in Section 7 of the Act."

B. Take the following affirmative action, which the Board found will effectuate the policies of the Act:

"(1) Withdraw all recognition from, and completely disestablish, Independent Steel Workers' Alliance as the representative of any of its employees for the purposes of dealing with the respondent concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other conditions of employment, and refrain from recognizing Keystone Employees Association in the event that organization returns to active existence;

"(2) Rescind immediately the rule against solicitation insofar as it extends to the employees' non-working hours;

"(3) Post at its steel mill and wire mill at Bartonville, Illinois, copies of the notice attached hereto, marked "Appendix A." Copies of said notice, to be furnished by the Regional Director for the Thirteenth Region, shall, after being duly signed by the respondent's representatives, be posted by the respondent immediately upon receipt thereof, and maintained by it for sixty (60) consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the respondent to insure that said notices are not altered, defaced, or covered by other material;

"(4) Notify the Regional Director for the Thirteenth Region in writing, within ten (10) days from the date

of this Order, what steps the respondent has taken to comply herewith."

12. The order of the Board dismissed the complaint insofar as it alleges the discriminatory discharge
143 of certain named employees, and as to such portion of the order no objection is raised by either Keystone or Alliance.

STATEMENT OF POINTS AND SPECIFICATION OF ERRORS

13. The findings of fact in the Order of the Board in the first paragraph of Subdivision III A 2 (Page 5) relating to withdrawal by Keystone of recognition of K.E.A. are incorrect and are not based upon substantial evidence, but on the contrary, the evidence discloses that the withdrawal by Keystone of recognition of the K.E.A. as bargaining agent was made known to the officers and members of the general committee of the K.E.A., and such withdrawal was generally known by all employees throughout the plant immediately after such withdrawal.

14. Likewise in said paragraph last above mentioned, the Board erred in finding that at the meeting of the General Committee of the K.E.A. when it was dissolved, that such Committee decided to form another unaffiliated organization under the name of the Alliance. But on the contrary, by substantial evidence in the record, it is shown that at such dissolution meeting of K.E.A. no plans whatever were made for any other organization.

15. Likewise in said paragraph last above mentioned, the Board erred in finding that the last officers and committeemen of the K.E.A. became the organizing committee of the Alliance. But on the contrary, the evidence shows that while some of the former officers and committeemen of the K.E.A. were also active in the organization of the Alliance, many employees not officers and committeemen of K.E.A. were active in the organization of the Alliance.

16. The Board erred in finding that there is a striking resemblance between the Constitution and By-Laws of the Alliance and the organic structure of K.E.A. (Subdivision III A 2, Page 6, of Board's Order).

17. The Board erred in failing to find that at the meet-

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ing on April 28, 1937 between representatives of the Alliance and of Keystone when the Alliance was recog-
144 nized as the exclusive bargaining agent of the employees of Keystone, the undisputed evidence discloses that the representatives of the Alliance had present at such meeting nine hundred seventy-eight (978) signed application cards for membership in the Alliance, which number represented a large majority of all eligible employees (Subdivision III A 2, Page 7, Board's Order).

18. The Board erred in finding that the K.E.A. bank balance of $228.53 was transferred to the bank account of the Alliance at the direction of the temporary General Committee of the Alliance (Subdivision III A 2, Page 7, of Board's Order), when the overwhelming weight of evidence discloses that the funds were transferred at the request of members and supporters of the ball club which raised the money.

19. The Board erred in finding that supervisory employees were members of the Alliance and that such employees were representative of management (Subdivision III A 2, Pages 7 and 8, of Board's Order), when the evidence shows that upon promotion of employees to real supervisory positions such men were promptly dropped from membership in the Alliance and that as to the few employees referred to in the order of the Board who remained members of the Alliance, the evidence discloses that their duties were of such a nature as not to bar them from membership within the meaning of the Act.

20. The Board erred in its finding of fact under Subdivision III A 3 of its Order (pages 9, 10 and 11) that Keystone failed to maintain neutrality in connection with the organizational activities of the Union and the Alliance in the company plant.

21. The Board, in its conclusions at Subdivision III A (4) of its Order, erred in the following particulars:

A. In the last paragraph on Page 11 where it found that the Alliance existed as a continuation of, and the successor to, the K.E.A. and thereby inherited the K.E.A.'s taint of illegality, as such finding is contrary to the evidence and is based on a misconception of the law as

applied to the facts in this case; and further erred
145 in finding that the Alliance grew out of the K.E.A. without any line of fracture or break in continuity.

B. In finding that this group of K.E.A. officials acting as the Alliance organizing committee directed and controlled the Alliance during its formative period and thereafter, when the evidence shows that the K.E.A. was not then in existence and that those interested in the organization of the Alliance were in part former officers and committeemen of the K.E.A. and others were not.

C. On Page 13 where the conclusion is reached that Keystone failed to properly publicize its disavowal of the K.E.A. when the evidence shows conclusively that it was generally known throughout the plant that the company had refused to further recognize the K.E.A. and that the employees were free to join or not to join any union as they might see fit.

D. In its conclusion at Pages 13 and 14 that Keystone discriminatorily invoked and enforced its no-solicitation rule so as to impede the union's campaign and to assist the Alliance in maintaining its status, when the evidence on the contrary discloses that the no-solicitation rule was enforced only upon objections of individual employees to such solicitation of them during working hours by representatives either of the Union or the Alliance, and that such enforcement was made without discrimination.

E. In its conclusions at Page 15 that execution of a written bargaining agreement with the Alliance rendered unlawful support and assistance to the Alliance and to the detriment of the Union, when the evidence discloses without question that the Alliance at such time represented a vast majority of eligible employees and had been recognized as such bargaining agent for several years prior thereto.

F. In its conclusion on Page 15 where it found that about two hundred (200) members of the Alliance testified and there was an offer to prove through about nine hundred (900) others that they joined the Alliance of their own free will and accord and Keystone in no way influenced them or caused them to join the Alli-
146 ance, that they had always felt free to join or not

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to join any labor organization they desired and that to their knowledge, Keystone had not dominated or interfered with the administration of the Alliance and that in considering this evidence, it found that such evidence did not overcome positive evidence to the contrary. When as a matter of fact, the other evidence offered substantially supports the testimony of the two hundred (200) witnesses who testified and also the testimony that would have been given by the nine hundred (900) other employees had they been permitted to testify.

G. In its conclusions in the last paragraph of Subdivision III A 4, on Page 16:

"that the respondent, by the foregoing acts and course of conduct, dominated and interfered with the administration of the K.E.A. and the formation and administration of the Alliance, and contributed support to both of them, within the meaning of Section 8 (2) of the Act, thereby interfering with, restraining and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act. We further find that the respondent, by its conduct in discriminatorily invoking and applying its no-solicitation rule, in extending the prohibition against union solicitation in the plant to the employees' non-working hours, and in executing a contract with the Alliance under the circumstances set forth above, interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act, thereby engaging in unfair labor practices within the meaning of Section 8 (1) of the Act,"

as such conclusions are not supported by substantial evidence.

22. The Board in the finding at Subdivision IV of its order erred in finding that any act of Keystone as charged in the complaint tended to lead to labor disputes, burdening and obstructing commerce and the free flow of commerce.

23. The Board erred in its Conclusions of Law shown at Page 21 of the Order of the Board as follows:

147 "2. By dominating and interfering with the administration of Keystone Employees' Association, by dominating and interfering with the formation and administration of Independent Steel Workers' Alli-

ance, and by contributing support to them, the respondent has engaged in, and as to the Alliance, is engaging in, unfair labor practices, within the meaning of Section 8 (2) of the Act.

"3. By interfering with, restraining, and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act, the respondent has engaged in and is engaging in unfair labor practices, within the meaning of Section 8 (1) of the Act.

"4. The aforesaid unfair labor practices are unfair labor practices affecting commerce, within the meaning of Section 2 (6) and (7) of the Act."

24. The Board erred in its Order at Pages 21 and 22 thereof in ordering Keystone to cease and desist from:

"(a) Dominating or interfering with the administration of Keystone Employees Association, or its successor, Independent Steel Workers' Alliance, or with the formation and administration of any other labor organization, and from contributing support to Keystone Employees Association or Independent Steel Workers' Alliance, or any other labor organization;

"(b) Recognizing Independent Steel Workers' Alliance as the representative of any of its employees for the purpose of dealing with the respondent concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other conditions of employment;

"(c) Giving effect to any and all contracts, supplements thereto or modifications thereof, with Independent Steel Workers' Alliance;

"(d) In any other manner interfering with, restraining, or coercing its employees in the exercise of the right of self-organization, to form labor organizations, to join or assist United Farm Equipment & Metal Workers of
148 America, C.I.O., or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in concerted activities, for the purpose of collective bargaining or other mutual aid or protection, as guaranteed in Section 7 of the Act."

25. The Board erred in its Order at Page 22 thereof in ordering Keystone to take the following affirmative action:

"(a) Withdraw all recognition from, and completely

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disestablish, Independent Steel Workers' Alliance as the representative of any of its employees for the purpose of dealing with the respondent concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other conditions of employment, and refrain from recognizing Keystone Employees Association in the event that organization returns to active existence;

"(b) Rescind immediately the rule against solicitation insofar as it extends to the employees' non-working hours;

"(c) Post at its steel mill and wire mill at Bartonville, Illinois, copies of the notice attached hereto marked "Appendix A." Copies of said notice, to be furnished by the Regional Director for the Thirteenth Region, shall, after being duly signed by the respondent's representatives, be posted by the respondent immediately upon receipt thereof, and maintained by it for sixty (60) consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the respondent to insure that said notices are not altered, defaced, or covered by other material;

"(d) Notify the Regional Director for the Thirteenth Region in writing, within ten (10) days from the date of this Order, what steps the respondent has taken to comply herewith."

26. The Board erred in over-ruling the exceptions filed by Keystone and by Alliance to the intermediate report of the Trial Examiner and in refusing to dismiss the complaint upon which such order was entered.

27. The Board erred as follows:

149 A. In each and every one of its findings of fact in which it finds that Keystone violated any of the provisions of the Act as charged in the complaint as amended, as such findings of facts are not supported by substantial evidence.

B. In each of its Conclusions of Law finding Keystone guilty of unfair labor practices under the Act, for the reason that such conclusions are contrary to law and are not supported by substantial evidence.

C. In the order of the Board included in its decision and order, in that said order, except as it relates to the

alleged discriminatory discharges, is against the law and is not supported by substantial evidence.

PRAYER

Wherefore, your Petitioners, Keystone Steel & Wire Company and Independent Steel Workers Alliance, jointly and severally petition this Honorable Court for a review of the above mentioned decision and order of the National Labor Relations Board entered on June 22, 1945, and respectfully pray:

1. That the Board may be required in conformity with law to certify for filing in this Court a transcript of the entire record in Case No. 13-C-2069;

2. That the proceedings before the Trial Examiner and the Board as set forth in said transcript except as to charges brought under Section 8 (3) of the Act, be reviewed by this Honorable Court and that said order, except as it relates to said Section 8 (3) charges, be set aside, vacated, and annulled and that the respondent be ordered to dismiss its complaint against the petitioner, Keystone Steel & Wire Company;

3. That this Honorable Court exercise its jurisdiction over the parties and the subject matter of this petition and grant to the petitioners such other and further relief in the premises as the rights and equities of the cause may require.

KEYSTONE STEEL & WIRE COMPANY,
By: THEODORE C. BARR,
ARLEIGH DAVIS,
SHELTON F. MCGRATH, *Its Attorneys.*

150 INDEPENDENT STEEL WORKERS ALLIANCE,
By: EDWIN V. CHAMPION, *Its Attorney.*

THEODORE C. BARR,
ARLEIGH DAVIS,
SHELTON F. MCGRATH,
Attorneys for Keystone Steel & Wire Company.

EDWIN V. CHAMPION,
Attorney for Independent Steel Workers Alliance.

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IN THE

UNITED STATES CIRCUIT COURT OF APPEALS.

FOR THE SEVENTH CIRCUIT

No. 8887

KEYSTONE STEEL & WIRE COMPANY, A CORPORATION, AND INDEPENDENT STEEL WORKERS' ALLIANCE, PETITIONERS, *vs.* NATIONAL LABOR RELATIONS BOARD, RESPONDENT.

Answer of the National Labor Relations Board to petition to review its order and request for enforcement of said order

To the Honorable, the Judges of the United States Circuit Court of Appeals for the Seventh Circuit:

Comes now the National Labor Relations Board, herein called the Board, and pursuant to the National
151 Labor Relations Act (49 Stat. 449, 29 U. S. C., Sec. 151 *et seq.*), hereinafter called the Act, files this answer to the petition to review and set aside in part an order issued by the Board against the Keystone Steel & Wire Company, petitioner herein, hereinafter called Keystone, and the Board's request for enforcement of its said order.

(1) The Board admits the allegations contained in paragraphs 1, 3, 4, 5 and 6.

(2) Answering the allegations contained in paragraphs 2 and 7 to 12, inclusive, of the petition to review, the Board prays reference to the certified transcript of the entire record of the proceedings before the Board, filed herein, for a full and exact statement of the pleadings, findings of fact, conclusions of law, and order of the Board and all other proceedings had in this matter.

(3) Answering the allegations contained in paragraphs 13 to 27, inclusive, of the petition to review, the Board denies each and every allegation contained therein. Further answering, the Board avers that the proceedings had before it, the findings of fact, conclusions of law, and order of the Board were, and are, in all respects valid and proper under the Act.

(4) Further answering, the Board, pursuant to Section 10 (e) and (f) of the Act, respectfully requests this

Honorable Court for the enforcement of its order, issued against petitioner on June 22, 1945, in the proceedings designated on the records of the Board as Case No. 13-C-2069, entitled *"In the Matter of Keystone Steel & Wire Company, a corporation and United Farm Equipment & Metal Workers of America, C.I.O."*

(5) In support of this request for enforcement of its order, the Board respectfully shows:

(a) Petitioner Keystone is an Illinois corporation with its principal place of business at Bartonville, Illinois, within this judicial circuit. This Court has jurisdiction of the petition to review filed herein and of this request for enforcement by virtue of Section 10 (e) and (f) of the Act.

(b) Upon proceedings had in said matter, as more fully shown by the transcript of the entire record
152 thereof, certified by the Board and filed with this Court herein, to which reference is hereby made, the Board on June 22, 1945, duly stated its findings of fact and conclusions of law and issued its order directed to petitioner Keystone, and its officers, agents, successors, and assigns.

The aforesaid order provides as follows:

ORDER.

Upon the basis of the above findings of fact and conclusions of law, and pursuant to Section 10 (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that the respondent, Keystone Steel & Wire Company, and its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Dominating or interfering with the administration of Keystone Employees Association, or its successor, Independent Steel Workers' Alliance, or with the formation and administration of any other labor organization, and from contributing support to Keystone Employees Association or Independent Steel Workers' Alliance, or any other labor organization;

(b) Recognizing Independent Steel Workers' Alliance as the representative of any of its employees for the purpose of dealing with the respondent concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other conditions of employment;

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(c) Giving effect to any and all contracts, supplements thereto or modifications thereof, with Independent Steel Workers' Alliance;

(d) In any other manner interfering with, restraining, or coercing its employees in the exercise of the right to self-organization, to form labor organizations, to join or assist United Farm Equipment & Metal Workers of America, C.I.O., or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in concerted activities, for the purpose of collective bargaining or other mutual aid or protection, as guaranteed in Section 7 of the Act.

2. Take the following affirmative action, which the Board finds will effectuate the policies of the Act:

153 (a) Withdraw all recognition from, and completely disestablish, Independent Steel Workers' Alliance as the representative of any of its employees for the purposes of dealing with the respondent concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other conditions of employment, and refrain from recognizing Keystone Employees Association in the event that organization returns to active existence;

(b) Rescind immediately the rule against solicitation insofar as it extends to the employees' non-working hours;

(c) Post at its steel mill and wire mill at Bartonville, Illinois, copies of the notice attached hereto, marked "Appendix A." Copies of said notice, to be furnished by the Regional Director for the Thirteenth Region, shall, after being duly signed by the respondent's representatives be posted by the respondent immediately upon receipt thereof, and maintained by it for sixty (60) consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the respondent to insure that said notices are not altered, defaced, or covered by other material;

(d) Notify the Regional Director for the Thirteenth Region in writing, within ten (10) days from the date of this Order, what steps the respondent has taken to comply herewith.

APPENDIX A TO BOARD'S ORDER.

NOTICE TO ALL EMPLOYEES.

PURSUANT TO DECISION AND ORDER.

of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, we hereby notify our employees that:

We Hereby Disestablish Independent Steel Workers' Alliance as the representative of any of our employees for the purpose of dealing with us concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other conditions of employment, and we will not recognize it or any successor thereto for any of the above purposes.

154 We Will Not dominate or interfere with the formation or administration of any labor organization or contribute financial or other support to it.

We will refrain from recognizing Keystone Employees Association in the event of its return to active existence.

We hereby rescind our rules against union solicitation in the plant, insofar as it extends to the employees' non-working hours.

We will not give effect to any and all contracts, supplements thereto or modifications thereof, with Independent Steel Workers' Alliance.

We Will Not in any manner interfere with, restrain, or coerce our employees in the exercise of their right to self-organization, to form labor organizations, to join or assist United Farm Equipment & Metal Workers of America, C.I.O. or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection. All our employees are free to become or remain members of this union, or any other labor organization.

KEYSTONE STEEL & WIRE COMPANY,
A CORPORATION,

.....
(Employer)

Dated..... By .....
(Representative) (Title)

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This notice must remain posted for 60 days from the date hereof, and must not be altered, defaced, or covered by any other material.

(c) On June 22, 1945, the Board's Decision and Order was duly served upon petitioners and all other parties.

(d) Pursuant to Section 10 (e) and (f) of the Act, the Board has certified and filed with this Court a transcript of the entire record in said proceedings.

Wherefore, the Board prays this Honorable Court that it cause notice of the filing of this answer and
155 request for enforcement, and the filing of the certified transcript of the entire record in said proceeding, to be served upon petitioners, and that this Court take jurisdiction of the proceedings and of the questions to be determined therein, and make and enter upon the pleadings, evidence, and proceedings set forth in the entire record of said proceedings and upon the order made thereupon, set forth hereinabove, a decree denying the petition to review and set aside, and enforcing in whole said order of the Board and requiring petitioner Keystone and its officers, agents, successors, and assigns to comply herewith.

NATIONAL LABOR RELATIONS BOARD,
By: MALCOLM F. HALLIDAY,
MALCOLM F. HALLIDAY,
Associate General Counsel.

Dated at Washington, D. C. this 25th day of August, 1945.

DISTRICT OF COLUMBIA, ss:

Malcolm F. Halliday, being first duly sworn, states that he is Associate General Counsel of the National Labor Relations Board, respondent herein, and that he is authorized to and does make this verification in behalf of said Board; that he has read the foregoing answer and has knowledge of the contents thereof; and that the statements made therein are true to the best of his knowledge, information and belief.

MALCOLM F. HALLIDAY,
Associate General Counsel.

Subscribed and sworn to before me this 25th day of August 1945.

JOHN C. LAWYER,
Notary Public,
District of Columbia.

My Commission expires August 14, 1949.
[SEAL]

161 In the United States Circuit Court of Appeals for the Seventh Circuit

No. 8887

KEYSTONE STEEL & WIRE COMPANY, PETITIONER

v.

NATIONAL LABOR RELATIONS BOARD, RESPONDENT

Certificate of the National Labor Relations Board

The National Labor Relations Board, by its Chief of the Order Section, duly authorized by Section 1 of Article VI, Rules and Regulations of the National Labor Relations Board—Series 3, as amended, hereby certifies that the documents annexed hereto constitute a full and accurate transcript of the entire record in a proceeding had before said Board entitled, "In the Matter of Keystone Steel & Wire Company, a corporation and United Farm Equipment & Metal Workers of America, C.I.O.," the same being Case No. 13-C-2069 before said Board, such transcript including the pleadings, testimony and evidence upon which the order of the Board in said proceeding was entered, and including the findings and order of the Board.

Fully enumerated said documents attached hereto are as follows:

(1) Copy of order designating Howard Myers, Trial Examiner for the National Labor Relations Board, dated May 15, 1944.

(2) Stenographic transcript of testimony, held before Trial Examiner Myers between May 15 and June 30, 1944, together with all exhibits introduced in evidence.

162 (3) Copy of Board attorney's telegram, dated July 14, 1944, requesting extension of time to file brief before the Trial Examiner.

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(4) Copy of telegram, dated July 15, 1944, granting all parties extension of time to file briefs before the Trial Examiner.

(5) Copy of Board attorney's telegram, dated July 31, 1944, requesting additional extension of time to file brief before the Trial Examiner.

(6) Copy of day letter, dated August 1, 1944, granting all parties additional extension of time to file brief before the Trial Examiner.

(7) Copy of respondent's letter, dated August 16, 1944, requesting permission to file reply brief before the Trial Examiner.

(8) Copy of telegram, dated August 21, 1944, granting permission to file reply brief before the Trial Examiner.

(9) Copy of respondent's Notice and Motion, dated September 11, 1944, to admit letter of December 4, 1942 into evidence. (Letter of December 4, 1942 contained in Vol. VI certified record)

(10) Copy of order, dated September 19, 1944, granting letter of December 4, 1942, be received in evidence as respondent's exhibit No. 21.

(11) Copy of Intermediate Report of Trial Examiner Myers, dated September 23, 1944.

(12) Copy of order transferring case to the Board, dated September 28, 1944.

(13) Copy of respondent's telegram, dated October 3, 1944, requesting extension of time to file brief and exceptions to the Intermediate Report.

(14) Copy of respondent's letter, dated October 5, 1944, requesting permission to present oral argument before the Board.

163 (15) Copy of Alliance's request to present oral argument before the Board.

(16) Copy of telegram, dated October 6, 1944, granting all parties extension of time to file brief and exceptions to the Intermediate Report.

(17) Copy of respondent's exceptions to the Intermediate Report.

(18) Copy of Alliance's exceptions to the Intermediate Report.

(19) Copy of Union's exceptions to the Intermediate Report.

(20) Copy of Board counsel's exceptions to the Intermediate Report.

(21) Copy of notice of hearing for purpose of oral argument, dated March 28, 1945.

(22) Copy of list of appearances held before the Board on April 12, 1945.

(23) Copy of Decision, findings of fact, conclusions of law and Order issued by the National Labor Relations Board June 22, 1945, together with affidavit of service and United States Post Office return receipts thereof.

In testimony whereof, the Chief of the Order Section of the National Labor Relations Board, being thereunto duly authorized as aforesaid, has hereunto set his hand and affixed the seal of the National Labor Relations Board in the city of Washington, District of Columbia, this 27th day of August 1945.

[SEAL]

John E. Lawyer,
JOHN E. LAWYER,
Chief, Order Section,
National Labor Relations Board.

1 BEFORE THE NATIONAL LABOR RELATIONS BOARD
THIRTEENTH REGION

Case No. 13–C–2069

IN THE MATTER OF KEYSTONE STEEL & WIRE COMPANY, A CORPORATION, AND UNITED FARM EQUIPMENT & METAL WORKERS OF AMERICA, C.I.O.

COUNTY COURT HOUSE, THIRD FLOOR,
Peoria, Illinois, Monday, May 15, 1944.

Pursuant to notice, the above-entitled matter came on for hearing at 10:00 o'clock a.m.

Before HOWARD MYERS, Trial Examiner.

Appearances: Leon Rosell, 176 West Adams Street, Room 2200, Chicago, Illinois, appearing for the National Labor Relations Board. Baer, Clendenin & Davis, by Theodore C. Baer and Arleigh Davis, Alliance Life Building, Peoria, Illinois; and Shelton F. McGrath, Alliance Life Building, Peoria, Illinois, appearing for the Company. Meyers & Meyers, by Ben Meyers, 188 West Randolph Street, Chicago, Illinois, appearing for the Peti-
2 tioner. E. V. Champion, 909 Alliance Life Building, Peoria, Illinois, *Peoria, Illinois,* appearing for the Intervener.

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7 *Offers in evidence*

Mr. ROSELL. If the Trial Examiner please, at this time the Board has had marked for identification on the following documents:

(Thereupon the documents above referred to were marked Board's Exhibits Nos. 1-A to 1-E, both inclusive, 2, 3, 4, 5, 6, and 7, respectively, for identification.)

Mr. ROSELL. As Board's Exhibit No. 1 for identification, the complaint, and attached thereto is the notice of hearing as Board's Exhibit No. 1-A for identification; the third amended charge is marked as Board's Exhibit 1-B for identification; the original charge filed in this matter has been marked as Board's Exhibit No. 1-C for identification; the first amended charge has been marked as Board's Exhibit No. 1-D for identification; and the second amended charge has been marked as Board's Exhibit No. 1-E for identification.

8 I have further had marked as Board's Exhibit No. 2 the answer of the Keystone Steel & Wire Company.

9 Trial Examiner MYERS. Is there any objection on your part, Mr. Champion.

Mr. MCGRATH. There is no objection on our part in the light of the statement of the Examiner that they are only admitted, you know, as pleadings and not as evidence or proof of any allegation.

Trial Examiner MYERS. You are correct, sir.

Now, before I receive the papers in evidence I would like to hear and pass upon this motion to intervene.

Mr. MCGRATH. I beg your pardon? I did not

10 hear the Examiner.

Trial Examiner MYERS. I say, before I receive the papers in evidence I will pass upon the motion to intervene. Is there any objection to this motion, gentlemen?

Mr. ROSELL. None on the part of the Board.

Mr. MCGRATH. None.

Mr. MEYERS. No objection.

Trial Examiner MYERS. There being no objection, the motion is granted.

Are there any objections to the receipt in evidence of Board's Exhibits Nos. 1-A to 1-E, both inclusive, and Board's Exhibits Nos. 2 to 7, both inclusive?

Mr. McGrath. No objection.

Mr. Champion. No objection.

Mr. Myers. No objection.

Trial Examiner Myers. There being no objection, the papers which were offered in evidence by the Board are received in evidence, and I will ask the reporter to please mark them as Board's Exhibits Nos. 1-A to 1-E, both inclusive, Exhibit No. 2, Exhibit No. 3, Exhibit No. 4, Exhibit No. 5, Exhibit No. 6 and Exhibit No. 7, respectively.

(The documents heretofore marked Board's Exhibits 1-A to 1-E, both inclusive, and Board's Exhibits 2 to 7, both inclusive, respectively, for identification, were received in evidence.)

20 Earl Lowman, was called as an adverse witness, by and on behalf of the National Labor Relations Board, having been first duly sworn, was examined and testified as follows:

Direct examination by Trial Examiner Myers:

Q. What is your name?

A. Earl Lowman.

Q. Please spell your last name?

A. L-o-w-m-a-n.

Q. And where do you live, Mr. Lowman?

A. Pekin, Illinois.

Trial Examiner Myers. You may be seated, sir. You may proceed, Mr. Rosell.

By Mr. Rosell:

Q. What is your address, Mr. Lowman?

A. 1230 Bacon Street, Pekin, Illinois.

Q. Where are you employed?

A. Keystone Steel & Wire Company, Peoria, Illinois.

Q. In what department are you employed?

A. Machine shop.

Q. How long have you been employed there?

A. For over twenty-five years.

Q. Were you ever a member of the Keystone Employees Association?

A. Yes.

Q. Can you state when that organization was first started?

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A. The exact date I don't remember; it was in 1933, I believe.

Q. Do you recall where the first meeting was held?

A. No, sir.

Mr. McGrath. We object to it on the ground that it is immaterial and that it does not prove or tend to prove any of the issues in this case. What the K. E. A. did does not prove or tend to prove any of the issues in the case.

Trial Examiner Myers. Overruled. It is alleged in paragraph 6 of the complaint that a certain organization known as the Keystone Employees' Association was formed in 1933.

Mr. McGrath. Pardon me, just a minute. I understand, Mr. Examiner, for the sake of the record, it is our position that there is no connection between these organizations, and that the proof of that or what they did or what they did not do has nothing to do with the issues and I would like the record to note the objection of the Keystone Steel & Wire Company to all the testimony concerning the K. E. A.

Trial Examiner Myers. Yes, sir.

I will overrule the objection. Of course, I cannot make any finding as to events prior to 1935, that is, July 5, 1935, which was the effective date of the Act, and I cannot call them unfair labor practices under that Act because it did not take effect until July 5, 1935, and therefore it is only introduced and only will be received in evidence as background.

By Mr. Roskll:

Q. Do you recall where the first meeting was held?

A. No, sir. However, I recall two meetings. I don't know which was the first. There was a meeting in the warehouse and I think one in the fence department. You are asking me questions of eleven years, and that is rather far back to remember.

By Trial Examiner Myers:

Q. Where was the other meeting? The warehouse and where?

A. I think one was in the fence department.

Q. Defense?

Mr. ROSELL. No, fence, f-e-n-c-e.

By Trial Examiner MYERS:

Q. And both departments are part of the Keystone Steel & Wire Company?

A. Yes, sir.

By Mr. ROSELL:

Q. Those departments are part of the plant, are they not, of the Keystone Steel & Fire Company?

A. That is right.

24 Q. Do you know if Mr. Buchanan spoke at any of these meetings?

A. He did.

Q. And who is Mr. Buchanan?

A. He was one of the officers of the company.

Mr. CHAMPION. Pardon the interruption, just a minute. Will you fix the date? I want the date in the record. The date is not fixed yet as to when.

By Mr. ROSELL:

Q. About what year did you say that this K. E. A., this organization was formed?

A. Only as I recall, I think in 1933.

Q. Do you know what part of the year?

A. No, sir, I don't.

Q. Do you know whether it was the spring or summer or fall?

A. I don't recall just when it was. It was not cold. I remember that it was in——

Trial Examiner MYERS. Will you talk up a little better please? Speak up so everyone can hear you.

The WITNESS. I beg your pardon?

Trial Examiner MYERS. Will you talk a little louder, please?

By Mr. ROSELL:

Q. Were officers elected to the Keystone Employees' Association subsequent to the meeting at which Mr. Buchanan spoke?

A. No, sir, there was officers elected later on

25 when some of the men got together, a group of men, and they nominated temporary officers until they got their organization going, and then they elected regular officers. That was done by the men themselves.

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Q. By the way, do you recall what Mr. Buchanan said at this meeting that you spoke of?

A. No, sir.

By Trial Examiner Myers:

Q. What is Mr. Buchanan's first name?

A. His initials were "W. C. Buchanan."

Trial Examiner Myers. Perhaps the parties could stipulate what office Mr. Buchanan held in 1933. Mr. Baer?

Mr. McGrath. What did you say, Mr. Examiner?

Trial Examiner Myers. Do you know what office Mr. Buchanan held in 1933?

Mr. Baer. I don't remember what his position was. I think he was general manager. I am not sure. He has been out of the company for the last eight years or so.

Trial Examiner Myers. He was some official, is that right?

Mr. McGrath. He was an official, yes, sir.

By Mr. Rosell:

Q. Were you ever elected an officer of the Keystone Employees' Association?

A. Yes, sir.

Q. And to what office were you elected?

26 A. Secretary.

Q. And were you elected secretary of the K. E. A. when the first officers were elected?

A. Yes, sir.

Q. The first group?

A. Yes, sir.

Mr. Baer. Mr. Rosell, may I object? Mr. Buchanan has not been with the company since 1935. I wanted to make that perfectly clear for the record.

Trial Examiner Myers. I understand that. I am talking about 1933.

Mr. Baer. He has not been with the company since 1935.

By Mr. Rosell:

Q. After you were elected secretary, the K. E. A. functioned as an organization, did it not?

A. That is true.

Q. And it held meetings?

A. Yes, sir.

Q. Now, where were these meetings held?

A. They were held within the plant?

Q. And who was eligible, if you know, to membership in the K. E. A.?

A. Any employee was eligible that did not have the right to hire or discharge any employees. No foremen and no officers of the company.

27 Q. Were supervisors eligible to join?

A. It depends on how far that would go, the supervisors.

Q. Well, were any supervisors eligible to join the K. E. A.?

A. Not to my knowledge, if they had the right to hire or fire or cause the right to hire or fire, to the best of our knowledge, if we knew it.

Q. Where were the meetings held subsequent to the first meeting?

Trial Examiner Myers. Don't use the word "subsequent." The witness does not understand that word.

Mr. Rosell. I beg your pardon.

By Mr. Rosell:

Q. Where were the meetings of the K. E. A. held after the first meeting at which the officers were elected?

A. They were held in a conference room above the galvanizing department.

Q. That is on the plant's premises?

A. That is right.

Q. And meetings were held also in the steel plant, were they not?

A. At a later date.

Q. When meetings were held in the steel plant, where were they held in the steel plant?

A. They were held in a building, I believe that was part of the old laboratory.

28 Q. And that is part of the plant premises?

A. That is right.

Q. Now, do you recall when they started to hold them in the steel plant?

A. No, sir.

Q. Employees of the company attended these meetings of the K. E. A., did they not?

A. Yes, sir.

Q. And were they paid for attending these meetings?

A. They were during working hours, if I recall that right.

By Trial Examiner Myers:

Q. You mean that the meetings were held during working hours?

A. Some were.

Q. And at those meetings employees were not docked?

A. No, sir.

Q. For their time spent at these meetings?

A. As I recall that they were paid sixty cents an hour for attending meetings.

By Mr. Rosell:

Q. If an employee was not at work and a meeting was being held and he came to the meeting, was he paid?

A. Yes, sir.

By Trial Examiner Myers:

Q. By whom?

A. By the Keystone Steel & Wire Company.

By Mr. Rosell:

29 Q. The officers of the K. E. A. were paid for attendance at the meetings, were they not?

A. Yes, sir.

By Trial Examiner Myers:

Q. By whom were the officers paid?

Mr. Rosell. I had not finished. I am sorry.

By Mr. Rosell:

Q. Who were the officers paid by?

A. They were paid by the Keystone Steel & Wire Company.

Q. And were they paid the same rate or different rates than the other employees?

A. I would say the same rate.

Q. Now, as secretary, as you just said, you were paid for time in attendance at the meetings of the K. E. A.?

A. Unless it was not during working hours; then I was not paid.

Q. But during working hours any business or for any meetings you attended you were paid?

A. I will retract that answer. We were paid if we came from home to the meeting, that is right.

Q. Just as other employees if they came from home were paid?

A. That is right.

Q. And all these payments were made as part of your checks, of course, from the company?

A. Yes, sir.

Q. Now, when employees went to attend the meetings of the K. E. A., did they punch a time clock, a card in the time clock?

A. Yes, sir.

Q. And what kind of a card did they punch?

A. They had a pink time card, a special card.

Q. Separate and apart from your ordinary time card, is that correct?

A. That is correct.

Q. Now, how often, if you can tell us, did the K. E. A. elect officers after its inception in 1933?

A. Each year.

Q. And were you elected or re-elected, rather, an officer of the K. E. A. subsequent to 1933?

Trial Examiner Myers. He means "after."

By Mr. Rosell:

Q. Were you elected after?

A. By secret ballot, yes, sir.

Q. Were you elected as secretary?

A. Yes, sir.

Q. To the same position as you had originally been elected to?

A. Yes, sir.

Q. And these elections were held each year, you said?

A. Yes, sir.

Q. And you were, I take it, re-elected in 1934?

A. Yes, sir.

Q. Were you re-elected in 1935?

A. Yes, sir.

Q. And again in 1936?

A. Yes, sir.

Q. During all that time during which you served as secretary of the K. E. A., were you paid by the company for your time that you spent while working?

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A. Yes, sir.

Trial Examiner Myers. How long?

By Mr. Rosell:

Q. And in behalf of the work of the K. E. A.? Do you follow me?

A. During working hours, your question is?

Q. That is right.

A. Yes, sir.

Q. When you came from home to attend any K. E. A. business while in the plant you were paid for your time, were you not?

A. No, sir, if I get your question right.

Q. Well, if a meeting was held all during that time as secretary and you were not working that shift and you were home and you came to attend these meetings, were you paid for the time during which you attended these meetings?

A. Yes, sir.

By Trial Examiner Myers:

Q. By whom?

A. By the Keystone.

32 Q. Steel & Wire Company?

A. Yes, sir.

Q. That is 1933, 1934, 1935 and 1936?

A. Yes, sir.

Q. What happened after 1936?

A. In 1936 a group of men decided the National Labor Relations Act, I think, outlawed the company's union, what they called it at that time, and the men dissolved that union and formed later on the Independent Steelworkers Alliance.

Q. Do you mean when the Act became effective on July 5, 1935, or when the Act was declared constitutional by the Supreme Court of the United States in 1937?

A. I don't know that, sir.

Q. I am asking you when you—you say you dissolved the Keystone Employees Association in 1936.

A. In 1936—well, it was the early part of 1937, it was.

33 Q. Do you recall who the first president of the K. E. A. was?

A. I think that was Thad Mott.
Q. And do you recall the first vice-president?
A. No, sir.
Q. In 1934 do you recall who was elected president?
A. No, sir.
Q. Who was the treasurer?
A. We had no treasurer.

By Trial Examiner Myrns:

Q. Did you collect dues?
A. No, sir.

By Mr. Rosell:

Q. Do you know who was elected vice-president
34 in 1934?
A. At that date I don't. I think Ben Brinks, I am not sure.
Q. Was the second vice-president?
A. I think so.
Q. And in 1935 who was elected president, the third president?
A. It could be Herbert Moore.
Q. Well, who was it—I had asked you who the second president was. Do you know if Herbert Moore was the second president of the K. E. A.?
A. I don't recall.
Q. Did he ever act as president of the K. E. A.?
A. Herbert Moore?
Q. Yes.
A. Yes.
Q. And after Herbert Moore served a term who was elected president?
A. Bruce Hogue.
Q. And do you know when Bruce Hogue was elected president?
A. No, sir, I think that was in 1935.
Q. Was he re-elected in 1936?
A. Yes, sir, he had been re-elected since he was first elected. The date I don't remember exactly or the year.
Q. Now, do you know who the vice-president was in 1935?
35 A. I don't recall.
Q. Do you know who the last person was who acted as vice-president of the K. E. A.?

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A. I don't recall.
Q. Do you know if it was Paul Cantrall?
A. It probably was.

By Trial Examiner MYERS:

Q. How do you spell that last name?
A. Cantrall, C-a-n-t-r-a-l-l.
Mr. ROSELL. C-a-n-t-r-a-l-l, I believe, is that right, Mr. Lowman?
The WITNESS. That is right.

By Mr. ROSELL:

Q. Did the K. E. A. have a constitution?
A. Yes, sir.
Q. Did it have by-laws?
A. Yes, sir.
Q. The K. E. A. ran social functions like dances, did it not?
A. Yes, sir.
Q. At which charges were made at these dances for admission?
A. Yes, sir.
Trial Examiner MYERS. Will you answer the question?
The WITNESS. Yes, sir.
Mr. ROSELL. You see, the reporter cannot record any nod of the head, so we have to speak up.

36 By Mr. ROSELL:

Q. The proceeds of these dances were received by whom?
A. They were received by committees that worked on these dances and eventually to me to deposit in the bank.
Q. And in what bank did you deposit them?
A. The Bartonville Bank.

By Trial Examiner MYERS:

Q. What bank?
A. The Bartonville Bank.

By Mr. ROSELL:

Q. The plant is located in Bartonville or south of Bartonville, isn't that correct?
A. Yes, sir.
Q. And Bartonville is about practically adjacent to Peoria, isn't it, or a few miles from Peoria?

A. Yes.

Q. About how many miles is Bartonville from Peoria?

A. About two or three.

Q. And in what names were the proceeds——

A. I beg your pardon. Bartonville, I think from the court house to Bartonville is seven miles.

Q. And from limits to limits, about how far?

A. About three.

Q. These proceeds from the dances and the functions were deposited, you say, in the Bartonville Bank in the name—in whose name were they deposited?

A. Keystone Employees Association.

37 Q. And who had the right to withdraw and deposit to that account?

A. I did.

Q. As secretary of the Keystone Employees Association?

A. Yes, sir.

Q. Prior to 1934 was there a ball club known as the Red Brands of the Keystone plant?

A. Yes, sir.

By Trial Examiner MYERS:

Q. What is the name?

Mr. ROSELL. Red Brands.

By Mr. ROSELL:

Q. Red Brands, by the way, is one of the advertising names used by the Keystone Company, isn't that right?

A. I think so.

Q. It is called the "Red Brand" fence?

A. Yes, sir.

Q. Prior to 1934, do you know who operated the Red Brands?

Trial Examiner MYERS. Talking about the baseball club?

By Mr. ROSELL:

Q. Talking about the baseball club.

A. I have heard of a person by the name of Clyde Paith and then Bruce Hogue.

Q. And do you know in whose behalf, if any, the baseball club was operated?

A. No, sir.

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Q. Was that a private venture prior to 1934?

38 A. Yes, sir—I don't know. I can't answer that question.

Q. Subsequent to 1934 did the K. E. A. take over the Red Brands?

A. Yes, sir.

Q. And the Red Brands operated under the sponsorship of the K. E. A., is that correct?

A. Yes, sir.

Q. At various times the Red Brands charged admission to their ball games, did they not?

A. Yes, sir.

Q. And what happened to these admission charges?

A. They were deposited in the Bartonville Bank and used to finance or to pay for the expenses of the ball club.

Q. And under what account was that deposited?

A. The Keystone Employees Association account.

Q. And did you deposit those yourself?

A. Yes, sir.

Q. Now, was there a concession stand at the ball field?

A. Yes, sir.

Q. And who operated that concession stand?

A. Kerney Jones.

Q. And Jones is an employee,—or at that time, at least, was an employee of the company?

A. Yes, sir.

39 Q. And a member of the K. E. A.?

A. Yes, sir.

Q. And on what basis did he operate this concession stand?

A. On a percentage basis.

Q. Explain that, if you will.

A. He operated a concession stand and a percentage of the earnings from the stand was given over to the baseball fund.

Q. Now, where were the baseball games originally played?

A. That I don't know.

Q. Now, in about 1934 a ball field was built there, was it not?

A. Yes, sir.

Q. And who built the ball field?

Trial Examiner Myers. Built where?

By Mr. Rosell:

Q. Where was the ball field?

A. Where the present warehouse now stands.

Q. That was on company property?

A. Yes.

Q. And who did you say built that ball field?

A. The employees built most of it.

Q. And most of those were the members of the Red Brand ball team, were they not?

A. Yes, sir.

Q. And——

40 A. No, they were not. All the employees from the plant, any of them.

Q. While the ball field was built, were stands built? That is, were there any stands, bleachers or seats?

A. Yes, sir.

Q. Who furnished the material for that?

A. The company.

Q. And at one time lights were put up, were they not?

A. Yes, sir.

Q. Who erected the lights?

A. The employees of Keystone donated much of the time for that.

Q. Who furnished the equipment for the lights?

A. Keystone.

Q. The company?

A. Yes, sir.

Q. Now, as secretary of the K. E. A., did you keep books of the proceeds——

A. Yes, sir.

Q. (Continuing)—received by you from dances and the ball team?

A. Yes, sir.

42 Q. At the time the K. E. A. was dissolved what action was taken at that meeting? Will you describe it?

A. It was decided to dissolve, I think, on account of the law. We were trying to carry on within the law, so we desired to dissolve the old K.E.A. and re-organize and we had no name. That was, when I say "we," I mean employees of Keystone.

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Q. And that is, the members of the K.E.A. decided to dissolve and they decided to form a new organization?

A. It could have been any employees, members or not.

43 Q. Were all employees members,—all employees but supervisory, members of the K. E. A.?

A. No, sir.

By Trial Examiner Myers:

Q. Did you understand the question?

A. The question was, "Did all the employees that worked at Keystone belong to the K. E. A."?

By Mr. Rosell:

Q. I said, "All employees who were not supervisors," were they members of the K. E. A.?

A. No, sir.

Q. At the time of its existence, of course.

A. No, sir.

By Trial Examiner Myers:

Q. They were eligible to join, but some did not join?

A. That is right, sir.

By Mr. Rosell:

Q. Now, where was this meeting held at which you decided to dissolve?

A. It was held at the steel plant's meeting place.

Q. And had you been advised to dissolve the K. E. A.?

A. I had not.

Q. Who had been?

A. I don't know.

Q. At the time you dissolved was there any discussion about setting up an independent organization?

A. I don't recall—at the time it dissolved?

44 Q. That is right.

A. Yes, there was some discussion.

By Trial Examiner Myers:

Q. You mean at the meeting?

A. Yes, sir.

Q. There was discussion at that meeting about dissolving the K. E. A.?

A. Yes, sir.

Q. And that meeting was held where?
A. The steel plant conference room, we called it.
Q. And that was in 1937?
A. Yes, sir.
Q. In the early part of 1937?
A. In the early part of 1937, yes, sir.

By Mr. Rosell:

Q. Mr. Lowman, to go back for a moment, the Red Brands operated into what year?
A. The Red Brands operated in 1935 and 1936 and later. I don't know what year, but they probably still operate, for all I know.

By Trial Examiner Myers:

Q. Do you still work at the plant?
A. Yes, sir.
Q. Have they got a baseball team out there?
A. They did have a Sunday morning league here in Peoria. I don't know whether they have it this year or not.
Q. Was that the Red Brands or some other team?
45 A. The Red Brands.
Q. It was the Sunday Morning League, did you call them?
A. Yes, sir.
Q. That is, they played baseball on Sunday mornings?
A. In Peoria, the city league.
Q. And one of the teams of the league is the Red Brands, is that right?
A. That is still the name.
Q. Are they, the Red Brands baseball team, is that composed of employees of the Keystone Steel & Wire Company?
A. I don't know. There may be some that are not employed at Keystone Steel & Wire Company.

By Mr. Rosell:

Q. At the time the K. E. A. dissolved who were the officers?
A. Bruce Hogue.
Q. What was his office?
A. He was president.
Q. Who was vice-president?

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A. Paul Cantrall, if I remember right.
Q. And who was secretary?
A. Earl Lowman.
Q. That is yourself?
A. Yes, sir.
Q. And was there an assistant secretary?
A. Yes, sir.
46 Q. What was his name?
A. James Mahannah.
Q. The assistant secretary actually was the recording secretary, isn't that correct?
A. That is right, yes, sir.
Trial Examiner MYERS. Would you care for a glass of water or something?
The WITNESS. Yes, sir, if you please.
Mr. ROSELL. May we have a short recess?
Trial Examiner MYERS. You may step down. We will have a short recess at this time.
(Whereupon, a brief recess was had after which the proceedings were resumed as follows:)
Trial Examiner MYERS. Are you ready to proceed, gentlemen?
Mr. MCGRATH. Yes.
Mr. ROSELL. Yes.
Mr. MEYERS. Yes.
Mr. CHAMPION. Yes.
Trial Examiner MYERS. Will you kindly proceed, Mr. Rosell?

By Mr. ROSELL:

Q. Do you recall when the first meeting was held pertaining to the set-up of the organization of the Independent Steelworkers Alliance?
A. No, sir, the exact date I do not.
47 Q. Can you place the year? Do you know the year?
A. It is in the minute book, I believe. If I remember it was in 1937.
Q. Do you know the month?
A. In April of 1937.
Q. Do you know what part of the month?
A. It was the latter part.

Q. Who were the first officers of the Independent Steelworkers Alliance?

A. Bruce Hogue.

Q. What was his office?

A. President.

Q. Who was vice-president?

A. Paul Cantrall and myself.

Q. You were what?

A. I was elected secretary-treasurer.

Q. And who was your assistant secretary?

A. James Mahannah.

Q. And his job was in the nature of recording secretary, is that correct?

A. Yes, sir.

Q. At the beginning or when you set up the Alliance and I distinguish the Alliance from the K. E. A., the use of the word Alliance does not signify K. E. A., which means the Keystone Employees Association, isn't that correct?

48 A. Yes, sir.

Q. And the Alliance is usually referred to as the Independent Steelworkers, isn't that right?

A. Yes, sir.

Q. After you started the Independent Steelworkers Alliance, did you adopt a constitution?

A. Yes, sir.

Q. And by-laws?

A. Yes, sir.

Q. When the K. E. A. was dissolved, were there any funds left in this bank account which you described in the Bartonville Bank of the K. E. A.?

A. Yes, sir.

Q. And what happened to those funds?

A. Those funds laid in the bank for several weeks or a couple of months, I don't remember how long, and at a meeting of the Alliance they moved to transfer that fund into the Alliance fund.

Q. And was that done?

A. Yes, sir.

Q. Who did that?

A. I had a part of that. It was by order of the general committee.

Q. Of the Alliance?

A. Of the Alliance.

49 Q. That is the Independent Steelworkers Alliance?

A. Yes, sir.

Q. And what form did that take? How did you transfer that, if you recall?

A. If I recall, we wrote a note to the bank and requested it, signed by a committee, which it was, the rules committee, or maybe by myself, I don't remember that.

Q. Do you know if a check was executed transferring the funds from the K. E. A. to the I. S. W. A. fund?

A. Yes, sir.

By Trial Examiner MYERS:

Q. You just mentioned a committee. Of what organization was that committee?

A. As I said, as I recall, we had a rules committee which acted as a governing body of the moneys of the union.

Q. Of what organization?

A. Independent Steelworkers Alliance.

By Mr. ROSELL:

Q. And what use was made of the funds that you transferred?

A. They were used for the general purposes of the union, the Independent Union.

Q. Were they used for organizational purposes?

A. I think when that was transferred we were already organized or well on our way. I don't recall the date of that transfer.

Q. Do you know if it was the early part of May of 1937?

A. Yes, sir.

50 Q. And I believe you said, did you not, that the Alliance was formed in the latter part of April?

A. As I recall. The records will show that.

Q. Shortly after the Alliance was formed you rented a hall?

A. Yes, sir.

Q. And did some printing at that time?

A. We had the printing done in Peoria.

Q. And were these funds you had transferred used to help pay for the renting of the hall and printing expenses?

A. Not necessarily.

By Trial Examiner MYERS:

Q. Was the money that was transferred from the K. E. A. to the Alliance commingled with the fund of the Alliance? Do you know what the word "commingled" means?

A. Yes, sir, but I wonder if I can answer it in my own words.

Trial Examiner MYERS. Go ahead.

The WITNESS. During our organizational period we received cash——

By Trial Examiner MYERS:

Q. You are talking about the Alliance?

A. Independent Steelworkers Alliance, yes, sir, and as we received the cash we deposited it in the bank.

By Mr. ROSELL:

Q. What bank was that?

A. The Bartonville Bank.

51 Q. In what name?

A. In the Alliance name.

Q. Independent Steelworkers Alliance?

A. Independent Steelworkers Alliance.

Q. Who had the right to withdraw and to deposit at that time?

A. I did.

Q. As what?

A. Secretary-treasurer.

Q. Of the organization?

A. Yes, sir.

Mr. BAER. He is answering the question. Just let him answer in his own words. The Examiner said he could answer it in his own words and then you can ask him afterwards.

By Trial Examiner MYERS:

Q. Go ahead.

A. During this period of organization the employees paid cash, their fee and their dues for the following months, and as that was taking place we deposited the money in the Bartonville Bank and we already had a fund in the bank before this check he is referring to was transferred.

Q. You transferred the funds from the Keystone into the Alliance, is that right?

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A. No, sir, transferred the funds from the ball club into the Alliance.

Q. What was the name of the bank account?

52 A. Keystone Employees Association.

Q. Well, the Keystone Employees bank account?

A. Yes, sir.

Q. Was transferred and made a part of the Alliance bank account, is that right?

A. The Keystone Employees Association bank account or funds.

Q. The money that was on deposit in the name of the Keystone Employees Association was transferred from that account to the account of the Independent Steelworkers Alliance, is that right?

A. Yes, sir; yes, sir.

Q. And made a part of the Alliance account?

A. Yes, sir.

By Mr. Rosell:

Q. At the time you dissolved the K. E. A., did the K. E. A. have any records?

A. Yes, sir.

Q. And what happened to those records?

A. The records were destroyed.

Q. Who destroyed them?

A. Why, the janitor that cleans the hall burnt them, as I recall it.

Q. At whose instructions?

A. At the instructions of the general committee.

By Trial Examiner Myers:

Q. The janitor who cleans the hall, did you say?

53 A. I don't know.

Q. The janitor who cleans the hall?

A. I presume he burnt them. I did not.

Q. What hall was that?

A. The hall where we had our offices,—not a hall, our offices.

By Mr. Rosell:

Q. That office was where?

A. That office was above the gate, office outside at the edge of the Keystone plant.

Q. The K. E. A. usually had some furniture in its office there?

A. That is right.

Q. That you refer to?

A. Yes, sir.

Q. That is on the plant's premises, isn't that correct?

A. Yes, sir.

Q. They had a typewriter in there and the usual office paraphernalia and equipment?

A. (No answer.)

By Trial Examiner Myers:

Q. Is that right?

A. Yes, sir.

By Mr. Rosell:

Q. Now, after the Alliance was organized, did the Alliance have an office?

A. Yes, sir.

Q. And where was that office?

54 A. First it was in this office above the gate office.

Q. And later on where was the office?

A. In the present meeting place, in Bartonville.

By Trial Examiner Rosell:

Q. How long did you retain that office?

A. Until we had this office built. We paid rent for that office down there while we retained it.

Q. You paid rent to whom?

A. To the Keystone Steel & Wire Company.

By Mr. Rosell:

Q. How much did you pay there?

A. Fifteen dollars per month.

By Trial Examiner Myers:

Q. How long did you stay there?

A. I don't remember just how long it was. It was

Q. You would say a month or two?

A. Yes.

Q. Is that right?

A. About a month.

By Mr. Rosell:

Q. Well, you would not know how many months you paid rent for that office, would you?

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A. No, but we can find that out.

55 By Mr. ROSELL:

Q. Now, when you formed the Alliance and you had this constitution, did you get any assistance to form this constitution, to write the constitution and form the organization?

A. After we started the Alliance?

Q. When you started the Alliance?

A. Yes, sir.

Q. What assistance did you have?

A. The only assistance that we had was that we had a lawyer in Peoria check it for us.

Q. Who was that?

A. Mr. Ullrick.

Q. Do you know his first name?

A. No, sir.

Q. What was his name?

A. Mr. Ullrick. I don't know his first name.

Trial Examiner MYERS. Perhaps the parties can

56 stipulate as to the first name of this attorney.

Mr. ROSELL. The local reporter here says that it is Charles B.

Mr. BAER. I don't whether it was he or not. Was it Charles?

The WITNESS. I don't remember.

By Mr. ROSELL:

Q. Was that the gentleman who was here before——

A. Yes, sir.

Q. Representing the bank? Did you see an attorney in the court room here today?

A. I don't know for sure. It looked like him. We did not have very much dealings with him.

Mr. ROSELL. Mr. Ullrick is his name?

Mr. BAER. That is right.

The WITNESS. We only met him a few minutes. He had the constitution with him.

By Trial Examiner MYERS:

Q. He looked over the constitution?

A. Yes.

Q. Who prepared it?

A. It was prepared by the rules committee and the general committee in different meetings.

Q. I see. Did you pay this attorney?

A. Yes, sir

57 Q. By check?

A. Yes, sir.

Trial Examiner Myers. Well, the check will give the correct name of the attorney.

Mr. Rosell. Yes, that is the best evidence of that fact.

By Mr. Rosell:

Q. Now, after the Alliance was organized was a meeting held with the management of the Keystone Steel & Wire Company?

A. Lots of meetings were held with the management of the Keystone Steel & Wire Company.

Q. I mean, at that time you organized the Alliance?

A. I don't remember.

Q. Well, was the Alliance given recognition by the company as the bargaining agent?

A. Yes, sir.

Q. By the employees?

A. Yes, sir.

Q. How soon after it was organized?

A. I don't remember. I don't remember just how soon that was.

Q. And can you state,—were you present at the time the company gave you the recognition, the Alliance recognition?

A. No, sir, I cannot.

Q. You don't know whether you were there?

58 A. I don't know whether I was there or not. I did not go to all of those meetings.

Q. Do you know whether that meeting was held on April 28, 1937?

A. No, sir, I don't.

Q. Do you remember a meeting at which Mr. Hogue was present on April 28, 1937,—now wait until I finish it and see if this refreshes your recollection—Paul Cantrall, yourself, Jerry Moran, Vernon Auld, John Elmore, Ross White, J. Mahannah, Mr. R. E. Sommer, and D. P. Sommer?

A. I don't remember the particular meeting.

Q. You don't recall that meeting at all?

A. Not that particular meeting, no, sir.

Q. Mr. Witness, would you examine that document and see if that refreshes your recollection?

A. Yes, I recall that meeting.

By Trial Examiner MYERS:

Q. Do you recall being there?

A. Yes.

Trial Examiner MYERS. Off the record.

(Discussion off the record.)

Trial Examiner MYERS. On the record.

Mr. ROSELL. At this time, if the Trial Examiner please, I will ask the court reporter to mark this document as Board's Exhibit No. 9, which includes 14 pages.

59 (Thereupon the document above referred to was marked Board's Exhibit No. 9 for identification.)

Trial Examiner ROSELL. At this time I will ask that they be received in evidence, as I believe the parties here will stipulate that they were mailed to the Board by the Independent Steelworkers Alliance and that they are the documents mailed to the Board.

Mr. BAER. We know nothing about that.

Mr. ROSELL. I understand that.

Mr. CHAMPION. We do.

Mr. BAER. We do not object to it, but we cannot stipulate.

Mr. CHAMPION. Have you had them marked as an exhibit?

Mr. ROSELL. Yes, they have been marked as Board's Exhibit No. 9.

Mr. CHAMPION. I will make this statement on behalf of the Independent Steelworkers Alliance, that Board's Exhibit No. 9——

Trial Examiner MYERS. For identification.

Mr. CHAMPION (continuing). For identification, that is right, are the papers which were sent at the request of the Board by Bruce F. Hogue, president of the Independent Steelworkers Alliance, contained in an accompanying letter under date of May 5, 1939.

60 Trial Examiner MYERS. Are you offering those papers in evidence?

Mr. Rosell. Yes, I am offering. I thought that I said that I was offering them.

Trial Examiner Myers. Is there any objection to the papers going in evidence?

Mr. McGrath. None.

Mr. Baer. No objection.

Mr. Champion. No objection.

Mr. Meyers. No objection.

Trial Examiner Myers. There being no objection, the papers are received in evidence, and I will ask the reporter to please mark them as Board's Exhibit No. 9.

(The document heretofore marked Board's Exhibit No. 9 for identification was received in evidence.)

Mr. McGrath. How many pages do they contain?

Mr. Rosell. Fourteen. Is that correct, Mr. Baer?

Mr. Baer. That is what I counted.

By Mr. Rosell:

Q. Mr. Lowman, I show you the third page, or rather, the fourth page of Board's Exhibit No. 9, and I ask you after you examine it whether or not that reflects the transcript of the meetings at which you stated that you attended on April 28, 1937, with the management of the Keystone Steel & Wire Company.

61 A. It does.

By Trial Examiner Myers:

Q. Was there anyone else present at this meeting other than those who are named in the minutes of that meeting? That is, the meeting of April 28, 1937?

Mr. Champion. It might be well to show him a copy so he can refer to it, your Honor.

Trial Examiner Myers. Very well.

A. No one else, as I remember.

Q. Were there any lawyers present?

A. I beg your pardon.

Q. Were there any lawyers present.

A. I don't recall at that meeting; I don't know.

62 Mr. Rosell. All right. Will the court reporter please mark this document as Board's Exhibit No. 10 for identification?

(Thereupon the document above referred to was marked Board's Exhibit No. 10 for identification.)

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By Mr. ROSELL:

Q. I show you Board's Exhibit No. 10 for identification and I ask you whether that bears your signature, or your name?

A. Yes, sir.

Q. Is that your signature?

A. Yes, sir.

Q. And is that a true and correct receipt of the type you issued on the date that bore?

A. Yes, sir.

Mr. ROSELL. I ask that that be received in evidence. I do not have a copy at this time, but I will furnish one.

Mr. MCGRATH. Pardon me, what is that?

Mr. ROSELL. That is a receipt of the I. S. W. A.

Mr. MCGRATH. Receipt for dues by the man in the Independent Steelworkers Alliance?

Mr. ROSELL. I believe that is what is represents on the face of it.

Trial Examiner MYERS. Ask the witness what it is.

Mr. ROSELL. Pardon?

63 Trial Examiner MYERS. Ask the witness what it is.

By Mr. ROSELL:

Q. Will you explain what this is, Mr. Lowman?

A. That is the receipt we gave to the members for paying their dues or fees.

Q. As of what date?

A. As of May 1, 1937.

Q. That is the type of receipt that you used for all employees that joined the Alliance, is that correct?

A. Yes, sir.

Mr. ROSELL. I again ask that it be received in evidence.

Trial Examiner MYERS. Is there any objection.

Mr. MCGRATH. None on our part.

Trial Examiner MYERS. Do you have any objection, Mr. Meyers?

Mr. MEYERS. No objection.

Trial Examiner MYERS. Do you have any objection, Mr. Champion?

Mr. CHAMPION. No objection.

Mr. Rosell. May I withdraw it to have copies made?

Trial Examiner Myers. There being no objection the paper is received in evidence and I will ask the reporter to please mark it as Board's Exhibit No. 10, and counsel may substitute photostatic copies in lieu of the
64 original thereof.

(The document heretofore marked Board's Exhibit No. 10 for identification was received in evidence.)

Mr. Rosell. Will the reporter please mark this as Board's Exhibit No. 11 for identification?

(Thereupon the document above referred to was marked Board's Exhibit No. 11 for identification.)

By Mr. Rosell:

Q. I show you Board's Exhibit No. 11 for identification and I ask you if you have ever seen a booklet like that before?

A. Yes, sir.

Q. And what does that represent?

A. That represents the old Keystone Employees Association.

Q. That is the plan of the Keystone Employees Association and bears the date of 1934, is that correct?

A. I did not look at the date.

Q. I think it is right on top of the cover.

A. That is correct.

Mr. Rosell. I will ask the court reporter to please mark this as Board's Exhibit No. 12 for identification.

(Thereupon the document above referred to was marked Board's Exhibit No. 12 for identification.)

65 By Mr. Rosell:

Q. I show you this document which has been marked as Board's Exhibit No. 12 for identification and I will ask you whether you have ever seen a booklet like that before.

A. Yes, sir.

Q. And what does that represent, Mr. Witness?

A. The constitution and by-laws of the Keystone Employees Association.

Q. And it bears what date?

A. 1935.

Q. Do you know whether Board's Exhibit No. 11 for

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identification is a true and correct copy of the plan issued on the date on which it bears?

A. Yes, sir.

Q. And likewise, is Board's Exhibit No. 12 a copy of the constitution and by-laws of the K. E. A. issued on the date it bears, 1935? Will you examine that and see, please, as far as you know?

A. Yes, sir.

Mr. Rosell. I ask at this time that Board's Exhibits Nos. 11 and 12 for identification be received in evidence. I do not have any copies because of the nature of the material to submit, if the Trial Examiner please, as they are printed books.

Mr. Champion. May I see No. 12?

66 Mr. McGrath. We object to them on the ground they are both immaterial as far as the Keystone Steel & Wire Company is concerned.

Mr. Champion. On behalf of the Independent Steelworkers Alliance I object to them as not competent, not bearing on any of the issues in this case.

Trial Examiner Myers. May I look at them, please?

Mr. Rosell. Yes, sir (handing documents to the Trial Examiner).

Trial Examiner Myers. The objections are overruled and I will explain my position again as before regarding the testimony which will be received regarding the Keystone Employees Association prior to July 5, 1935, the effective date of the Act, and I will ask the reporter to please mark these booklets in evidence as Board's Exhibits No. 11 and No. 12, respectively. Duplicates are hereby waived.

(The documents heretofore marked Board's Exhibits Nos. 11 and 12, respectively, for identification, were received in evidence.)

Mr. McGrath. May I see them, if you please. I have never looked at them.

Trial Examiner Myers. You have not? I am sorry.

Mr. McGrath. That is all right. I just wanted to know which year it was. I did not know the year.

Trial Examiner Myers. No. 11 is 1934 and No.

67 12 is 1935. Do you want to examine them more carefully, Mr. McGrath?

Mr. McGrath. No, that is all right.

Mr. Champion. May I see them, please? It was apparently marked 1935.

Trial Examiner Myers. That is what I said, one was 1934 and one was 1935.

Mr. Rosell. May I proceed?

Trial Examiner Myers. Certainly.

Mr. Rosell. Mr. Reporter, will you please mark this document as Board's Exhibit No. 13 for identification?

(Thereupon the documents above referred to was marked Board's Exhibit No. 13 for identification.)

By Mr. Rosell:

Q. Mr. Witness, I show you a document marked as Board's Exhibit No. 13 for identification and I ask you whether you have ever seen a booklet like that before.

A. Yes, sir.

Q. And what does that represent?

A. The constitution and by-laws of the Independent Steelworkers Alliance, May, 1937.

Q. And is that a true and correct copy, as far as you know, of the constitution and by-laws of the Alliance as of the date it bears?

68 A. Yes, sir.

By Trial Examiner Myers:

Q. Is that the constitution and by-laws that is in effect at the present time?

A. Yes, sir.

Q. Has the constitution been amended or changed since that booklet was issued?

Mr. Rosell. I have a later copy that the Board intends to introduce, an additional copy.

Trial Examiner Myers. Oh, you have? All right.

Mr. Rosell. I do not have any copy of this.

Trial Examiner Myers. Are you offering this now?

Mr. Rosell. Yes.

Trial Examiner Myers. Is there any objection to its receipt in evidence?

Mr. Champion. No objection from the intervener.

Mr. Rosell. May there be a waiver of introducing a copy. It is a printed booklet and therefore I do not have one.

BLEED THROUGH – POOR COPY

Trial Examiner MYERS. Mr. McGrath, do you have any objection?

Mr. MCGRATH. No objection.

Trial Examiner MYERS. Mr. Meyers, do you have any objection?

Mr. MEYERS. No objection.

Trial Examiner MYERS. There being objection
69 the booklet is received in evidence and I will ask the reporter to please mark it as Board's Exhibit No. 13 and a duplicate copy thereof is hereby waived.

(The document heretofore marked Board's Exhibit No. 13 for identification was received in evidence.)

Mr. ROSELL. I will ask the court reporter to please mark this document as Board's Exhibit No. 14 for identification.

(Thereupon the document above referred to was marked Board's Exhibit No. 14 for identification.)

By Mr. ROSELL:

Q. I show you this document marked Board's Exhibit No. 14 for identification and I will ask you whether you have ever seen that before.

A. Yes, sir.

Q. What does that represent?

A. That is a system of our records of keeping the amount of dues paid for each member.

Q. And does that represent a card record of the Alliance, a blank card record of the Alliance's records? Is that what you use in your records, in other words?

A. What we use in our records for dues.

Q. To show what dues have been paid?

A. Yes, sir.

70 Q. And for the month and year?

A. That is right.

Q. Is that a true and correct copy of that type of card that you use?

A. Other than the two holes, it is, yes.

Q. Well, outside of those two holes?

A. Yes, sir.

Q. Now, is this the type of card you used in 1937, Mr. Witness?

A. Yes, sir.

Mr. ROSELL. I ask that the document be received in evidence. I have no copies because of the nature of the material.

Trial Examiner MYERS. Is there any objection to its receipt?

Mr. MCGRATH. None on the part of the company.

Mr. BARR. No objection.

Mr. CHAMPION. No objection.

Mr. MEYERS. No objection.

Trial Examiner MYERS. There being no objection the card is received in evidence, and I will ask the reporter to please mark it as Board's Exhibit No. 14 and duplicates thereof are hereby waived.

(The document heretofore marked Board's Exhibit No. 14 for identification was received in evidence.)

71 Mr. BARR. Mr. Examiner, it is getting rather late——

Mr. ROSELL. I have just one document and then I will break off at that time.

Mr. Reporter, will you please mark this document as Board's Exhibit No. 15 for identification?

(Thereupon the document above referred to was marked Board's Exhibit No. 15 for identification.)

By Mr. ROSELL:

Q. Mr. Witness, I show you Board's Exhibit No. 15 for identification and I will ask you whether you have ever seen a document like that before, and if so, tell us what it is.

A. It is the same as the previous card, our record for our dues deductions.

Q. Is it of a later date?

A. Yes, sir.

Q. And approximately when did you start the use of that form, Board's Exhibit No. 15 for identification?

A. It was in 1940 some time.

Q. And is that a true and correct copy of your blank card record that you used?

A. Yes, sir.

Mr. ROSELL. I ask that that be received in evidence and that copies be waived.

Mr. MCGRATH. No objection.

BLEED THROUGH – POOR COPY

72 Trial Examiner MYERS. Do you have any objection, Mr. Champion?

Mr. CHAMPION. No objection.

Trial Examiner MYERS. Do you have any objection, Mr. Meyers?

Mr. MEYERS. No objection.

By Trial Examiner MYERS:

Q. Is that the card that is being used at the present time?

A. Yes, sir.

Q. Board's Exhibit No. 15, is that the card that is used at the present time?

A. Yes, sir.

Trial Examiner MYERS. There being no objection the card is submitted in evidence, and I will ask the reporter to please mark it as Board's Exhibit No. 15 and the duplicate thereof is hereby waived.

(The document heretofore marked Board's Exhibit No. 15 for identification was received in evidence.)

Mr. ROSELL. I have just this one that I have forgotten. I will ask to have this marked as Board's Exhibit No. 16 for identification.

(Thereupon the document above referred to was marked Board's Exhibit No. 16 for identification.)

73 By Mr. ROSELL:

Q. I show you Board's Exhibit No. 16 for identification and I ask you whether you have ever seen that before?

A. Yes, sir.

Q. And does that represent, without the holes, Mr. Witness——

A. That represents the authorization of the member to have his dues deducted from his pay check.

Q. And is that a true and correct copy of your authorization card for deduction of dues?

A. Yes, sir.

Mr. ROSELL. I ask that that be received in evidence and that copies thereof be waived.

Trial Examiner MYERS. Any objection?

Mr. BAER. No objection.

Mr. MCGRATH. No objection.

Trial Examiner MYERS. Mr. Champion, do you have any objection?

Mr. CHAMPION. No objection.

Trial Examiner MYERS. Mr. Meyers, do you have any objection?

Mr. MEYERS. No objection.

Trial Examiner MYERS. There being no objection the card is received in evidence and I will ask the reporter to please mark it as Board's Exhibit No. 16, and the
74 copy thereof is hereby waived.

(The document heretofore marked Board's Exhibit No. 16 for identification was received in evidence.)

75 By Mr. ROSELL:

Q. Mr. Lowman, after you were elected secretary of the Alliance, shortly after its formation in 1937, were you ever re-elected as an officer of the Alliance subsequent, that is, after that?

A. Yes, sir.

Q. Were you elected in the year following, in 1938?

A. Yes, sir.

Q. And to what position?

A. Secretary-treasurer.

76 Q. And in 1939?

A. Yes, sir.

Q. 1940?

A. Yes, sir.

Q. 1941?

A. Yes, sir.

Q. 1942?

A. Yes, sir.

Q. 1943?

A. Yes, sir.

Q. And have there been elections this year again?

A. Yes, sir.

Q. And you have been re-elected again this year?

A. Yes, sir.

By Trial Examiner MYERS:

Q. The same position each year?

A. Yes, sir.

By Mr. ROSELL:

Q. Now, since the organization of the Alliance in 1937, Mr. Lowman, Mr. Hogue was president the first time it was organized in the first election, isn't that correct?

A. Yes, sir.

Q. Bruce Hogue?

A. Yes, sir.

Q. And was he elected again in 1938?

A. Yes, sir.

77 Q. And likewise in every year the same as you have been?

A. Yes, sir.

Q. Since 1939 to 1944, inclusive, is that correct?

A. Yes, sir.

Q. And has Mr. Mahannah been acting as assistant secretary during all those same years, between 1937 and 1944?

A. With the exception of probably one year he probably was not.

Q. Now, you have had for the office of vice-president since the organization of the Alliance I believe you said Cantrall was the first?

A. I believe so.

Q. The first vice-president?

A. Yes, sir.

Q. And thereafter do you know the vice-presidents that came in there?

A. Paul Cantrall and Walter Mingus,—he was the present vice-president.

Q. When was Cantrall——

Mr. CHAMPION. Wait just a moment. I thought he had not finished.

Mr. ROSELL. I am sorry.

The WITNESS. I don't recall the others.

By Mr. ROSELL:

Q. What about Clifton?

A. Clifton, yes; yes, sir.

78 Q. Under the K. E. A., Mr. Lowman, each department elected representatives, did they?

A. Yes, sir, each department. In a few cases there are units, departments are grouped together.

Mr. CHAMPION. You are speaking of K. E. A. now, are you?

Mr. ROSELL. That is correct.

The WITNESS. That is all.

By Mr. ROSELL:

Q. And how many representatives were elected for each department or group, as you term it?

A. An average of three.

Q. Depending on the number of employees in the department, was it?

A. Yes, sir.

Q. And these representatives formed what group known under the K. E. A. plan?

A. I don't know how to answer that question.

Q. Well, let me explain it. These representatives were elected. Did they constitute some kind of a body within the organization of the K. E. A.?

A. They constituted sort of a grievance committee.

Q. A grievance committee?

A. That is what I would call it.

Q. Did they have an organization known as the general committee?

79 A. Yes, sir.

Q. And who was in the general committee?

A. It consisted of all the representatives from the various departments.

Q. Well, then, aren't these representatives that I just spoke to you about the men elected by the various departments, the group that constituted the general committee of the Keystone Employees Association?

A. Yes, sir.

By Trial Examiner MYERS:

Q. The representative had to be an employee in that department he represented?

A. Yes, sir.

By Mr. ROSELL:

Q. Now, who would act as the chairman of the department committee?

A. The one——

Mr. CHAMPION. I don't like to interrupt, but which are you speaking of now?

Mr. Rosell. We are speaking of the K. E. A.

The Witness. The one receiving the highest number of votes in that particular unit.

By Mr. Rosell:

Q. In the department?

A. Yes, sir.

Q. How often did the general committee meet under the K. E. A. plan?

A. Once a month, regularly.

80 By Mr. Rosell:

Q. What committee did you have under the K. E. A. plan?

81 A. We had a rules, ways and means committee; wages and working conditions; and a seniority committee.

Q. Any others under the K. E. A. plan?

A. Yes.

By Trial Examiner Myers:

Q. Do you want to look at this exhibit, Board's Exhibit No. 11 might help you to refresh your recollection.

A. May I get my glasses, please, sir?

Trial Examiner Myers. Surely.

By Mr. Rosell:

Q. Go ahead.

A. The committee on appeals is the one I did not recall, wasn't it?

Q. I don't think you named it.

A. I named rules, ways and means; wages, employment schedules and working conditions; safety, health, plant sanitation and welfare activities.

Q. Wasn't that known as the safety committee, generally, under the K. E. A. plan?

A. Yes, sir.

By Mr. Champion:

Q. Have you stated them all there?

A. I beg your pardon.

Q. Have you stated them all there?

A. Well,——

Q. I didn't know. I am interrupting. Did you mention the appeals committee?

82 A. Committee on appeals.

Mr. CHAMPION. I see.

The WITNESS. This was not in effect only about a year or so that those committees were there.

Mr. ROSELL. May I have one of the exhibits, Mr. Examiner, the yellow one, please?

Trial Examiner MYERS. Certainly (handing document to counsel).

By Mr. ROSELL:

Q. Under the constitution which I hand you as Board's Exhibit No. 12, what committees were there?

A. Rules, ways and means; the wage committee; and the seniority committee; and the safety, health and sanitary conditions committee.

Q. There was not any appeals committee later on? Is that correct?

A. We had a committee on appeals. I don't remember whether it was at that particular time. We did have an appeals committee.

Q. Under that constitution that I just showed you?

A. I am not sure whether it is that one or not. It is not stated in there.

Trial Examiner MYERS. Will you let me look at those exhibits, please?

Mr. ROSELL. Certainly.

By Mr. ROSELL:

83 Q. Do you know when in 1935 this constitution and by-laws in 1935 was enacted?

A. No, sir.

Q. Or adopted?

A. No, sir.

Mr. ROSELL. I will ask the reporter to mark this as Board's Exhibit No. 17 for identification.

(Thereupon the document above referred to was marked Board's Exhibit No. 17 for identification.)

By Mr. ROSELL:

Q. I show you this card marked Board's Exhibit No. 17 for identification and I will ask you whether you have ever seen a card similar to that in make-up before?

A. Yes, sir.

Q. And what does that card represent?

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A. It represented membership in the Keystone Employees Association.

Q. That is a membership card, is it not?

A. Yes, sir.

Q. And they all appeared in this form, all the membership cards in the K. E. A. were in this form?

A. Yes, sir.

Mr. Rosell. I ask that this be received in evidence.

Trial Examiner Myers. Is there any objection?

Mr. Rosell. As Board's Exhibit No. 17. I have no copies.

84 Mr. Barr. We object to it as being immaterial.

Trial Examiner Myers. On the ground that all the matter pertaining to K. E. A.——

Mr. McGrath. Under our continuing objection, your Honor.

Mr. Champion. The intervener objects to it as incompetent and not bearing on the issues in this case and showing date as of April 9, 1934.

Trial Examiner Myers. I will overrule the objection with the statement I made before and receive the card in evidence, and I will ask the reporter to please mark it as Board's Exhibit No. 17 and the duplicate thereof is waived.

(The document heretofore marked Board's Exhibit No. 17 for identification was received in evidence.)

Mr. Rosell. I will ask the reporter to mark this document as Board's Exhibit No. 18 for identification.

(Thereupon the document above referred to was marked Board's Exhibit No. 18 for identification.)

By Mr. Rosell:

Q. I show you, Mr. Witness, a document marked as Board's Exhibit No. 18 for identification and I will ask you if you have ever seen a card like that before.

A. Yes, sir.

Q. What does that card represent?

85 A. It represents a membership in the Independent Steel Workers Alliance.

Q. A membership card, isn't that right?

A. Yes.

Q. And is that the type of card issued by the Alliance as its membership card?

A. Yes, sir.

Mr. ROSELL. I will ask that the document be received in evidence as Board's Exhibit No. 18 and that there be a waiver of copies. I have none.

Trial Examiner MYERS. Is there any objection to the receipt in evidence of Board's Exhibit No. 18 for identification?

Mr. BAER. No objection.

Mr. CHAMPION. I would like to see it, please.

Mr. ROSELL. I am sorry [handing document to Mr. Champion].

Trial Examiner MYERS. Is there any objection?

Mr. CHAMPION. No objection.

Trial Examiner MYERS. There being no objection the card is received in evidence and I will ask the reporter to please mark it as Board's Exhibit No. 18. The duplicate is hereby waived.

(The document heretofore marked Board's Exhibit No. 18 for identification was received in evidence.)

86 Mr. ROSELL. I will ask the reporter to mark this document as Board's Exhibit No. 19 for identification.

(Thereupon the document above referred to was marked Board's Exhibit No. 19 for identification.)

By Mr. ROSELL:

Q. I show you Board's Exhibit No. 19 for identification and I will ask you whether you have ever seen a document like that before.

A. Yes, sir.

Q. What does that represent, Mr. Witness?

A. The constitution and by-laws of the Independent Steel Workers Alliance, August, 1940.

Mr. ROSELL. I ask that that be received in evidence as Board's Exhibit No. 19.

Trial Examiner MYERS. Is there any objection to the receipt in evidence of Board's Exhibit No. 19?

Mr. CHAMPION. No objection.

Mr. BAER. No objection.

Mr. ROSELL. I will ask that the copies thereof be waived unless I can have some furnished to me.

Mr. CHAMPION. I think I can furnish you one.

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Mr. Rosell. I do have copies of Board's Exhibit No. 19 which I will furnish at this time.

Trial Examiner Myers. Is there any objection to this document going into evidence?

87 Mr. Baer. No objection.

Mr. McGrath. No objection.

Mr. Champion. No objection.

Trial Examiner Myers. There being no objection the booklet is received in evidence, and I will ask the reporter to please mark it as Board's Exhibit No. 19.

(The document heretofore marked Board's Exhibit No. 19 for identification was received in evidence.)

Mr. Rosell. Pardon the interruption, Mr. Trial Examiner. I am trying to get them to stipulate on the correctness of certain things and I think we can stipulate.

Trial Examiner Myers. Very well.

Mr. Rosell. At this time, Mr. Reporter, will you mark this as Board's Exhibit No. 20 for identification, consisting of 34 pages, and for the purposes of convenience I have had them marked from 1 to 34 in sequence.

(Thereupon the document above referred to was marked Board's Exhibit No. 20 for identification.)

By Mr. Rosell:

Q. I show you Board's Exhibit No. 20 for identification and I will ask you to examine that.

88 By Mr. Rosell:

Q. What do these documents represent, as far as you know?

Q. As far as I know, they represent minutes of our meetings out of our minute book, but I would have to check them with the minute book.

By Trial Examiner Myers:

Q. Of what organization?

A. Of the Independent Steel Workers Alliance.

Mr. Rosell. Mr. Champion, is it possible to have a stipulation on the record that these documents are photostats of the minute book, the first 34 pages of the minute book of the general committee of the Independent

89 Steel Workers Alliance, subject, of course, to check for any corrections?

Mr. CHAMPION. Yes, I am willing to stipulate to that.

Trial Examiner MYERS. Do you so stipulate, Mr. McGrath?

Mr. MCGRATH. We have no objection. Of course, we know nothing about it, but we are willing to allow it to go in subject to that check.

Trial Examiner MYERS. Do you have any objection to the pages going into evidence, Mr. Champion?

Mr. CHAMPION. I beg your pardon?

Trial Examiner MYERS. Do you have any objection to the pages going into evidence?

Mr. CHAMPION. Not at all, no, sir.

Trial Examiner MYERS. There being no objection the pages are received in evidence, and I will ask the reporter to please mark those 34 pages as Board's Exhibit No. 24, subject, of course, to check by counsel for the intervener and counsel for the respondent as to the accuracy of the papers.

90 Mr. ROSELL. Mr. Reporter, will you please mark these documents as Board's Exhibits Nos. 21-A, 21-B and 21-C?

(Thereupon the documents above referred to were marked Board's Exhibits Nos. 21-A, 21-B and 21-C, respectively, for identification.)

By Mr. ROSELL:

Q. Mr. Witness,—strike that.

Mr. ROSELL. Mr. Champion, can we stipulate as to the correctness of this document?

Mr. CHAMPION. Yes, sir, we can.

Trial Examiner MYERS. What about you, Mr. Baer?

Mr. BAER. What is it?

Mr. ROSELL. I am sorry (handing document to Mr. Baer).

Mr. MCGRATH. It is understood we knew nothing about these documents, but we have no objection to the sufficiency of the foundation as to their being accurate in the light of the statement of Mr. Champion.

Mr. ROSELL. I might state that Board's Exhibits Nos. 21-A, 21-B and 21-C represent and are photostats of documents furnished to the Board and are, I believe, the results of an election held of the Independent Steel Workers Alliance in May, 1937.

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Mr. CHAMPION. Yes.

Mr. BAER. We know nothing about it, but we have no objection to its being received.

Mr. ROSELL. I offer the document in evidence and
91 ask that copies be waived.

Trial Examiner MYERS. Is there any objection to the papers going into evidence?

Mr. CHAMPION. Not from the intervener.

Mr. MCGRATH. No.

Trial Examiner MYERS. There being no objection the papers are received in evidence and I will ask the reporter to please mark them as Board's Exhibits Nos. 21-A, 21-B and 21-C. Copies are hereby waived.

(The documents heretofore marked Board's Exhibits Nos. 21-A, 21-B and 21-C, respectively, for identification were received in evidence.)

Mr. ROSELL. I will ask the reporter to mark this document as Board's Exhibit No. 22 for identification.

(Thereupon the document above referred to was marked Board's Exhibit No. 22 for identification.)

Mr. ROSELL. Mr. Baer, would you care to examine this? Can we at this point stipulate that that is a true and correct copy of what it purports to represent?

Mr. DAVIS. What is that?

Mr. ROSELL. No. 22 for identification.

Mr. BAER. What do you want to stipulate to?

Mr. ROSELL. That it is a true and correct copy of what it purports to represent.

92 Mr. BAER. Yes, but nothing that represents any policy at this time.

Mr. ROSELL. No, as of the date it bears.

Mr. BAER. All right. No objection.

Trial Examiner MYERS. Do you so stipulate, Mr. Baer?

Mr. BAER. We are willing to stipulate to that.

Trial Examiner MYERS. Do you so stipulate, Mr. Champion?

Mr. CHAMPION. Yes, sir.

Trial Examiner MYERS. And do you so stipulate, Mr. Rosell?

Mr. ROSELL. Yes.

Trial Examiner MYERS. The stipulation is granted.

Mr. ROSELL. I ask that it be received in evidence as Board's Exhibit No. 22.

Trial Examiner MYERS. Is there any objection to the document being received in evidence, Mr. Baer?

Mr. BAER. No objection.

Trial Examiner MYERS. Mr. Champion?

Mr. CHAMPION. None.

93 Trial Examiner MYERS. There being no objection the booklet is received in evidence and I will ask the reporter to please mark it as Board's Exhibit No. 22. The duplicate is hereby waived.

(The document heretofore marked Board's Exhibit No. 22 for identification was received in evidence.)

Trial Examiner MYERS. Mr. Rosell, will you let me have that paper one second that you have there, please?

Mr. ROSELL. Certainly. (Handing paper to the Trial Examiner.)

Mr. ROSELL. I will ask the reporter to mark this document Board's Exhibit No. 23 for identification.

(Thereupon the document above referred to was marked Board's Exhibit No. 23 for identification.)

Mr. ROSELL. Likewise, Mr. Baer, can we make the same stipulation on Board's Exhibit 23 as we did to Board's Exhibit 22?

Mr. BAER. As to the date it bears.

Trial Examiner MYERS. What date is that?

94 Mr. ROSELL. June 30, 1943.

Trial Examiner MYERS. Do you so stipulate, Mr. Champion?

Mr. CHAMPION. Yes, sir.

Trial Examiner MYERS. And do you so stipulate, Mr. Rosell?

Mr. ROSELL. Yes, I do, sir.

Trial Examiner MYERS. And you offer the paper in evidence?

Mr. ROSELL. I offer that in evidence.

Trial Examiner MYERS. Is there any objection to the paper going in evidence?

Mr. BAER. No.

Mr. MCGRATH. None.

Mr. CHAMPION. None.

Trial Examiner MYERS. There being no objection the paper is received in evidence and I will ask the reporter to please mark it as Board's Exhibit No. 23, and the duplicate is hereby waived.

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(The document heretofore marked Board's Exhibit No. 23 for identification was received in evidence.)

Trial Examiner MYERS. Am I correct in assuming that regarding Board's Exhibit No. 22, the date it bears is December, 1940?

Mr. ROSELL. That is what is printed in there.

95 Trial Examiner MYERS. I do not know whether that is the date you people have in mind.

Mr. BAER. Where do you get the date?

Mr. ROSELL. It is in the corner there.

Mr. BAER. Is that the correct date?

A VOICE. Yes.

Mr. BAER. As far as we know, yes, sir.

Trial Examiner MYERS. Well, is it so?

Mr. BAER. We will so stipulate, it is.

Mr. ROSELL. I will ask the reporter to mark this document as Board's Exhibit No. 24, and this as Board's Exhibit No. 25, this as No. 26, this as No. 27, and this as No. 28.

(Thereupon the documents above referred to were marked Board's Exhibits Nos. 24 to 28, both inclusive for identification.)

By Mr. ROSELL:

Q. Mr. Witness, I show you Board's Exhibit No. 24 for identification and I will ask you whether that bears your signature.

A. Yes, sir.

Q. Will you state what that card is, if you know?

A. I do not know what you call it, but it is what I

96 signed for writing checks.

By Trial Examiner MYERS:

Q. A signature card?

A. Signature card.

By Mr. ROSELL:

Q. At the bank when you opened the account that represented——

A. Yes, sir, the Bartonville Bank.

Mr. BAER. Will you let me see that, please?

Mr. ROSELL. Yes [handing document to counsel].

Mr. BAER. Thank you.

Mr. ROSELL. I ask that this document be received in

evidence as Board's Exhibit No. 24 and that copies be waived, as I am not able to furnish them, it being a printed document.

Trial Examiner MYERS. Is this the original document of the bank?

Mr. ROSELL. With respect to that, Mr. Examiner, I believe—I hope I state this correctly, and if I don't, I wish counsel would correct me—that the parties have, or I would prefer if they will stipulate on the record that those documents are documents brought here by virtue of a subpoena duces tecum directed to the Bartonville Bank and that those documents——

Mr. BAER. There is only one in issue now. What are you talking about besides this one?

Mr. ROSELL. I will say that with respect to this document. I am sorry, sir.

97 Mr. BAER. The same thing applies to all of them?

Mr. ROSELL. I was going to say it also applies to a number of other documents.

Mr. BAER. Just the bank documents you are talking about?

Mr. ROSELL. Yes.

Mr. CHAMPION. Why don't you have them all marked?

Trial Examiner MYERS. If you will just answer my question—is this the original of the bank?

Mr. ROSELL. That is what I want to get them to stipulate. I think they will stipulate that this is the bank's record.

Trial Examiner MYERS. Are you offering this card?

Mr. ROSELL. I am.

Trial Examiner MYERS. Is there any objection to it being received in evidence?

Mr. MCGRATH. On our continuing objection. I understand that has something to do with the K. E. A.

Trial Examiner MYERS. That is right. It is the signature card for the bank account of the Keystone Employees Association.

Mr. MCGRATH. Well, that is our only objection.

Mr. BAER. Plus the objection, I mean, plus the reservation that we reserve the right to bring in a bank employee if we desire to question upon this later. We agreed upon that this morning with Mr. Rosell.

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98 Trial Examiner MYERS. All I want to know is whether you have any objection to this card going into evidence outside of your standing objection.

Mr. BARR. Subject to what we have just stated, no objection.

Trial Examiner MYERS. How about you, Mr. Champion?

Mr. CHAMPION. I will object to anything not bearing on the issues in this case, not objecting to it on the basis of not being properly proved as a bank document. In other words, I am not questioning the authenticity of these documents.

Trial Examiner MYERS. For the reasons stated before I will overrule the objections and receive the card in evidence and ask the reporter to please mark it as Board's Exhibit No. 24, and since this is the original document from the Bartonville Bank, I hereby direct the Board to substitute a photostatic or other copy of this exhibit and return this original document to the bank as soon as possible. Of course, do not substitute the copy or photostatic copy until it has received the approval of counsel for the respondent and counsel for the intervener.

(The document heretofore marked Board's Exhibit No. 24 for identification was received in evidence.)

99 Mr. ROSELL. We will have them photostated. I have some other documents that I have just had marked that I will have introduced in evidence which I brought here subject to the same subpoena duces tecum, and it is my intention to have them photostated and place in evidence the photostats in lieu of the original documents so that we will have no documents here that are bank documents.

Trial Examiner MYERS. Very well.

By Mr. ROSELL:

Q. Mr. Witness, I show you Board's Exhibit No. 25 for identification and I will ask you whether that bears your signature?

A. Yes, sir.

Q. And what does that document represent, if you know?

A. It represents $228.53 to the Independent Steel Workers Alliance.

Q. Would you read that figure again? I think you misread it.

A. Independent Steel Workers Alliance, $228.53.

Q. That is a check, is it?

A. Yes, sir.

Q. And it is signed by you, is that correct?

A. Yes, sir.

Q. Mr. Witness, does that bear your signature on the reverse side of that document? That check bears your signature on the reverse side, on the endorsement?

A. Yes, sir.

100 Mr. ROSELL. I ask at this time that this document be received in evidence, Mr. Examiner, as Board's Exhibit No. 25 and I will state that I will furnish a photostat in lieu of the original and ask leave for the original to be returned to the bank likewise with Board's Exhibit No. 24.

By Trial Examiner MYERS:

Q. Mr. Lowman, what does this endorsement mean on this exhibit?

A. The transfer of that $228 from the ball fund to the Independent Steel Workers Alliance.

Q. That check was drawn on the account of the Keystone Employees Association?

A. Yes, sir.

Trial Examiner MYERS. Is there any objection to this check going into evidence?

Mr. MCGRATH. Our objection is our continuing one that it is immaterial.

Mr. CHAMPION. The same objection as counsel for the respondent.

Trial Examiner MYERS. For the reasons stated before that this check is dated May 4, 1937, and was paid by the bank on the same date, I will overrule the objection and receive the check in evidence, and I will ask the reporter to please mark it as Board's Exhibit 25.

(The document heretofore marked Board's Exhibit 25 for identification was received in evidence.)

101 By Mr. ROSELL:

Q. I now show you Board's Exhibit No. 27——

Trial Examiner MYERS. Where is 26?

BLEED THROUGH – POOR COPY

Mr. Rosell. I have not put that in at this time. (Continuing:) For identification and ask you whether that document bears your signature?

A. Yes, sir.

By Mr. Rosell:

Q. And can you tell me what that represents, Mr. Lowman?

A. That is a signature record of the Bartonville Bank of the Independent Steel Workers Alliance.

Q. And is that likewise true of Board's Exhibit No. 28? Does that bear your signature?

A. Yes, sir.

Q. Do you recognize the other signatures on there?

A. Yes, sir.

Q. Do you know if they are true and correct
102 copies of the signatures of the persons it purports to be signed by?

A. No, sir.

Q. I say, do you recognize that those are the signatures of Mr. Hogue and Mr. Liesch? Do you recognize them as their signatures?

A. Yes, sir.

Trial Examiner Myers. Is there any objection to the receipt in evidence of these two exhibits?

Mr. Baer. Not at all, subject to our right to call the bank witnesses, if we want.

Mr. Rosell. May we go off the record?

Trial Examiner Myers. Wait a minute. Is there any objection on your part, Mr. Champion?

Mr. Champion. No objection.

103 Trial Examiner Myers. There being no objection other than the statement of Mr. Baer, the cards will be received in evidence and I will ask the reporter to please mark them as Board's Exhibits Nos. 27 and 28, and counsel for the Board is hereby directed to substitute photostats or other copies of these exhibits and return the originals to the bank as soon as possible, but, of course, before substituting the copy or the photostatic copies please show them to counsel for the respondent and counsel for the intervener for their approval.

(The documents heretofore marked Board's Exhibits

Nos. 27 and 28 for identification were received in evidence.)

104 Mr. Rosell. If the Trial Examiner please, at this time I believe that the parties have or will stipulate on the record pertaining to certain documents which I now ask the reporter to mark as Board's Exhibits Nos. 29, 30, 31, and 32, respectively, that these documents are documents of the Bartonville Bank delivered to this hearing subject to a subpoena duces tecum served upon the Bartonville Bank by the Board.

(Thereupon the documents above referred to were marked Board's Exhibits Nos. 29, 30, 31, and 32, respectively, for identification.)

Mr. Rosell. I believe the parties will stipulate that these are true and correct records of the bank, subject, however, to any cross examination by the other parties if they so desire on any subject pertaining to these documents.

Mr. Baer. The examination of any of the bank officials.

Mr. Rosell. Of any of the bank officials pertaining to these documents. I submit them to counsel for

105 their examination and ask whether they will agree to the stipulation as I explained it, or if there are any additions or corrections to the stipulation.

Mr. McGrath. I will stipulate that those are the bank records produced by the Bartonville Bank and I will further state as far as I know they are correct, but I do not know anything about it. I don't know anything about their bookkeeping system or whether it is correct or not. I am willing to stipulate that those are the records they produced and I assume they are correct.

Trial Examiner Myers. Do you so stipulate, Mr. Rosell?

Mr. Rosell. Yes, sir.

Trial Examiner Myers. Do you so stipulate, Mr. Champion?

Mr. Champion. Yes, sir.

I would like to make an objection when they are offered in evidence, to Exhibit No. 29——

Mr. McGrath. Off the record. Did they have anything to do with K. E. A.?

Mr. Rosell. Two of them do and two of them do not.

BLEED THROUGH – POOR COPY

The first two do. I am offering Board's Exhibits 29, 30, 31 and 32 in evidence at this time and I ask that they be received. I likewise am offering Board's Exhibit No. 26, which is a statement delivered by the bank subject upon the call of that subpoena duces tecum and I believe that the same stipulation the parties stated would apply
106 to these documents, and I will offer Board's Exhibit No. 26 into evidence at this time.

Mr. McGrath. Our only objection to those documents just offered is that they appear to be records that have to do with the K. E. A., and we are objecting to them on our continuing objection that they are totally immaterial and have nothing to do with the issues herein.

Mr. Rosell. Board's Exhibits 31 and 32 are not K. E. A. exhibits.

Trial Examiner Myers. He said only to those that are K. E. A. exhibits.

Mr. McGrath. I said only as to those that were K. E. A. I have no objection to any that do not have to do with K. E. A.

Mr. Champion. The Independent Steel Workers Alliance objects to Board's Exhibits Nos. 26, 29 and 30 on the ground that they are immaterial and do not tend to prove any issues in this case and they are incompetent.

Trial Examiner Myers. Since Board's Exhibits 26, 29 and 30 for identification refer to the Keystone Employees Association and counsel for the respondent and intervener have objected to their receipt in evidence, I will overrule the objection for the reasons stated before, and I will ask the reporter to please mark these papers in evidence as Board's Exhibits Nos. 26, 29, and 30, and I hereby direct the Board's attorney to substitute copies or photo-
107 static copies of the originals of these exhibits and return the originals to the bank as soon as possible. Of course, before you substitute the copies please show them to counsel for the respondent and counsel for the intervener, and since there is no objection to the receipt in evidence of Board's Exhibits Nos. 31 and 32, these pages of the bank's accounts pertaining to the Independent Steel Workers Alliance are received in evidence and I will ask the reporter to please mark them as Board's Exhibits Nos. 31 and 32, respectively. The

Board's attorney is hereby directed to substitute copies or photostatic copies in lieu of the originals and return the originals to the bank as soon as possible. Of course, before substituting the copies, please show copies to counsel for the respondent and counsel for the intervener for their approval.

(The documents heretofore marked Board's Exhibits Nos. 26, 29, 30, 31 and 32, respectively, for identification were received in evidence.)

108 By Mr. ROSELL:

Q. I will ask the witness—I will show the witness what has been marked as Board's Exhibit No. 33 for identification and I will ask the witness whether he has ever seen this document before.

A. Yes, sir.

Q. Can you state what it is?

A. It is a printed copy of an agreement between the Keystone Steel & Wire Company and the Independent Steel Workers Alliance of Bartonville, Illinois.

Mr. MCGRATH. What is the date of that?

Mr. ROSELL. Page 17 indicates, does it not, that the agreement was signed February 11, 1943?

The WITNESS. Yes, sir.

Mr. ROSELL. And likewise on page 19, the working schedule agreement on February 4, 1943?

The WITNESS. Yes, sir.

109 Mr. ROSELL. If the Trial Examiner please, I would like to have marked as Board's Exhibit No. 34 for identification this document and this as Board's Exhibit No. 35.

(Thereupon the documents above referred to were marked Board's Exhibits Nos. 34 and 35 for identification.)

By Mr. ROSELL:

Q. Mr. Witness, I show you Board's Exhibit No. 34 for identification and I will ask you if you recognize that document.

A. Yes, sir.

Q. And whether that document bears your signature on page 11 of that instrument?

A. Yes, sir.

BLEED THROUGH – POOR COPY

Q. I likewise ask you whether your signature appears on Board's Exhibit No. 35.

A. Yes, sir.

Q. Now, what does Board's Exhibit No. 34 for identification represent?

A. It represents an agreement between the Keystone Steel & Wire Company and the Independent Steel Workers Alliance.

Q. Dated and signed on February 11, 1943?

A. Yes, sir.

Q. And what does Board's Exhibit No. 35 represent?

A. The working schedule agreement between the Keystone Steel & Wire Company and the Independent Steel Workers Alliance.

110 Q. Signed as of what date?

A. The 4th day of February, 1943.

Q. Are both Board's Exhibits 34 and 35 original documents?

A. They are, yes, sir.

Q. I show you again Board's Exhibit No. 33 for identification and ask you whether that is a printed booklet containing the originals of Board's Exhibits Nos. 34 and 35 for identification.

A. Yes, sir.

Q. I call your attention to the fact that on page 18 of the booklet, Board's Exhibit No. 33, there is a date on the fourth line from the bottom, August 1, 1943. Is that a typographical error?

A. It must be.

Q. It does not appear on the original, is that correct?

A. That is right.

Trial Examiner Myers. It should be stricken from the paper, isn't that right?

Mr. McGrath. That is right. Let the record show it has been stricken out with pencil.

Mr. Baer. The Trial Examiner has stricken that part of it.

Mr. Rosell. If the Trial Examiner please, at this time I offer into evidence Board's Exhibits Nos. 33, 34 and 35 for identification.

111 Trial Examiner Myers. What is the use of offering Board's Exhibits Nos. 34 and 35?

Mr. Rosell. I will ask leave to withdraw Board's Exhibits Nos. 34 and 35.

Trial Examiner Myers. All you are offering in evidence is Board's Exhibit No. 33?

Mr. Rosell. That is correct, sir.

Trial Examiner Myers. Is there any objection to the receipt in evidence of Board's Exhibit No. 33 for identification?

Mr. McGrath. No objection.

Mr. Champion. No objection.

Trial Examiner Myers. There being no objection the booklet is received in evidence and I will ask the reporter to please mark it as Board's Exhibit No. 33.

(The document heretofore marked Board's Exhibit No. 33 for identification was received in evidence.)

(The documents heretofore marked Board's Exhibits Nos. 34 and 35 for identification were withdrawn.)

Mr. McGrath. Were there two of those?

Trial Examiner Myers. Yes, sir. Do you want to look at them?

Mr. McGrath. Is it the same thing?

Trial Examiner Myers. Yes, the same thing. He 112 is offering a duplicate.

Mr. McGrath. I just wondered if they were the same, and did you correct the other one? I just thought maybe it was another agreement.

Mr. Rosell. Has Board's Exhibit No. 33 been received?

Trial Examiner Myers. 33 has been received. It is my understanding you are not offering 34 or 35.

Mr. Rosell. No, I am not, in view of the fact that 33 is a printed copy of Exhibits 34 and 35.

Trial Examiner Myers. Yes, sir.

By Mr. Rosell:

Q. Mr. Witness, do you have a general committee in the Independent Steel Workers Alliance?

A. Yes, sir.

Q. That is made up of whom?

A. It is made up of the committees from the various departments that are elected to represent that department.

Q. And how many representatives is each department entitled to?

BLEED THROUGH – POOR COPY

A. Three.

Q. And do you have a chairman of those department committees?

A. Yes, sir.

Q. And how is he designated, by what method?

A. He automatically becomes chairman by the greatest number of votes he receives.

By Trial Examiner MYERS:

113 Q. And these committeemen have to be employees in the department which they represent, is that right?

A. The department or the unit. Some departments are grouped together.

Q. All right, department or unit, is that right?

A. Yes, sir, that is right.

By Mr. ROSELL:

Q. And these representatives of these various departments or units, as you stated, collectively or together are the general committee of the Steel Workers Alliance, is that correct?

A. Yes, sir.

Q. Now, what committees does the Steel Workers Alliance have?

A. They have the rules committee and the wages committee.

Q. Separately from the wage committee?

A. And the seniority committee, wages and working conditions, is the name, I believe, in the book.

Q. Those three.

Mr. Lowman, were you present at a meeting of the fabric department employees approximately some time during 1937 at which they voted to do work on a certain machine at a rate different than they previously had been getting for their work?

A. I think so, yes, sir.

Mr. ROSELL. That is all, Mr. Examiner, from this witness.

114 Trial Examiner MYERS. Do you have any questions, Mr. Baer?

Mr. BAER. Not at this time.

Mr. CHAMPION. I would like to ask one or two questions.

Trial Examiner Myers. Go ahead, Mr. Champion.

Cross-examination by Mr. Champion:

Q. Mr. Lowman, in your direct examination you were interrogated about certain pay that was given to certain ones in attendance of K. E. A. meetings and it was not clear in my mind, and I want to straighten this out: Do I understand that everyone who attended a K. E. A. meeting was paid, or just those who were members of the committee?

A. The members of the committee.

Q. Yes. And did I understand that they were all paid on the same basis of sixty cents an hour?

A. As I recall it, yes, sir.

Q. Now, I believe you stated you were secretary of the K. E. A.?

A. Yes, sir.

Q. Did you receive any renumeration or any pay for your services as secretary other than the pay which you received for the attendance of the meetings?

A. No, sir.

Q. And was that same rate of pay that was paid to any members of the committee attending such a meeting?

115 A. Yes, sir.

Q. Now, there is one other question I want to ask: You were interrogated in reference to a transfer of some funds from a K. E. A. account in the Bartonville Bank to the account of the Independent Steel Workers Alliance, and as I understood your testimony you made reference to that action being taken as a result of the action of some committee of the Independent Steel Workers Alliance. Now, is that correct or not?

A. I think at that time we had no committees formed yet. There was a group of the men associated with the ball club that ordered that transferred.

Q. Well, now, I want to get this straight, and I am not trying to distort it: As I understood you to say now, you were mistaken in your testimony this morning when you said that that fund in the K. E. A. account was transferred on the orders of some committee of the Independent Steel Workers Alliance, is that correct?

BLEED THROUGH – POOR COPY

A. I probably called it committeemen, a group of men, of employees.

Q. What I am trying to get at, you further stated just now that that fund was transferred as a result of some action of a group who were sponsoring and backing the baseball club, is that correct?

A. That is right, yes.

116 Q. Well, then, it was not the result of any action of any committee of the Independent Steel Workers Alliance?

A. No, sir.

Q. Well, I wanted to correct that. They had no control over that fund, the Independent Steel Workers Alliance, until it came into their hands?

A. That is right.

117 Redirect examination by Mr. ROSELL:

Q. Mr. Lowman, when a member of the K. E. A. who is not a member of any committee and was not an officer, attended a meeting of the K. E. A., was he paid for attendance at that meeting if it was during working hours?

A. I don't know.

118 Q. You don't know?

A. No, sir.

Q. Do you know whether an employee who was a member of the K. E. A. who was not a committeeman nor an officer and was not working at the time and came from home to attend the meeting, was he paid by the Keystone Steel & Wire Company for attendance at that meeting?

A. That I don't know.

Q. Do you know whether an employee who was not a member of a committee nor an officer of the K. E. A. who would attend a K. E. A. meeting which ran over his working hours, was he paid for attendance at that meeting?

A. I don't know.

Q. For the full time of the attendance at that meeting?

A. That I don't know.

Mr. MCGRATH. Mr. Rosell, can I ask you a question now? You mean a K. E. A. meeting when they were

transacting business with the Keystone, or a meeting some place where they were just having a large meeting or other meeting?

Mr. Rosell. I think I can explain that by questioning for the witness to answer:

By Mr. Rosell:

Q. Where did the K. E. A. meet?

A. I answered that this morning. The K. E. A. met in the conference room above the galvanizing department and the conference room over the steel plant.

119 Q. Were there other meetings at which the men met without the presence of the company officials?

A. Yes, sir, they were only present by invitation.

Q. Were the men paid for attendance at those meetings?

A. The committeemen were, as I know.

Q. I mean, were the general committee paid, the general committee of the K. E. A., were they paid for attendance at the meetings?

A. I think so, yes, sir.

Q. All right. Were members who were not members of the general committee paid for attendance at meetings?

A. That I don't know.

Q. Now, these funds that were transferred from the K. E. A., that were transferred, that you spoke of as the ball funds, those were funds, were they not, on deposit in the funds of the Keystone Employees Association?

A. Yes, sir.

Q. And they were transferred to the I. S. W. A., is that correct?

A. Yes, sir.

Mr. Rosell. That is all.

Mr. Champion. That is all.

Mr. McGrath. That is all.

Trial Examiner Myers. Just one question here.

By Trial Examiner Myers:

120 Q. As stated here on Board's Exhibit No. 20——

Mr. Rosell. The pages are numbered on the back if you want to refer to it by that.

BLEED THROUGH – POOR COPY

By Trial Examiner MYERS:

Q. Regarding the minutes of the meeting of May 27, 1937, where there was a discussion about a bill for $25 to C. B. Ullrick, is that the attorney that you referred to this morning?

A. Yes, sir.

Q. That is one who advised you about the constitution and by-laws of the Alliance?

A. Yes, sir.

127 NATHANIEL CLIFTON was called as an adverse witness by and on behalf of the National Labor Relations Board, having been first duly sworn, was examined and testified as follows:

Direct examination by Trial Examiner MYERS:

Q. What is your name?

A. Nat Clifton.

Q. How do you spell your last name, sir?

A. Clifton, C-l-i-f-t-o-n.

Q. Is your name Nat *of* Nathaniel?

A. Nathaniel.

128 By Mr. ROSELL:

Q. Where are you employed?

A. Keystone Steel & Wire Company.

Q. And how long have you worked there?

A. It will be seventeen years next month; sixteen years, in other words.

Mr. BAER. Will you speak loudly so that the Examiner can hear you?

The WITNESS. Yes, sir.

By Mr. ROSELL:

Q. In what department are you employed?

A. Mechanical.

Q. What is the nature of your job there?

A. Blacksmithing.

Q. Do you hold any supervisory job?

A. Yes, sir.

129 Q. What is that?

A. Blacksmith foreman.

Q. Were you employed there in 1933?

A. Yes, sir.

131 By Mr. ROSELL:

Q. Did you ever play or have any relation or association with the Red Brands ball team?

A. Yes, sir.

Trial Examiner MYERS. What is it that you want? You are asking three questions in one.

Mr. ROSELL. Well, I wanted to know whether he had any connection with it in any way. He said he did.

By Mr. ROSELL:

Q. In what way were you connected with the Red Brands?

A. Well, in the first, in the K. E. A. I was park board trustee.

Q. What year was that?

132 A. That was the first year we had the field. I think that was in 1934 or 1935.

Q. Who was president of the K. E. A. at that time?

A. Herbert Moore.

Q. And who were the other trustees with you?

A. There was Moses Boyd and Oscar Bayles.

Mr. CHAMPION. May I interrupt just a moment, please, Mr. Examiner? He said he was a what trustee?

The WITNESS. A park board trustee.

Trial Examiner MYERS. Just a moment, Mr. Witness. Mr. Reporter, will you please read back the witness' answer?

(Record read.)

Mr. CHAMPION. That is what I wanted. Park board trustee. Pardon the interruption.

Trial Examiner MYERS. That is all right.

By Mr. ROSELL:

Q. What was the job of the trustees?

A. To take care of the park and to see that it was ready for the activities whenever they played ball, they had to keep it in shape.

Q. Who built the park?

A. Well, the employees done a lot of labor, the biggest part of the labor, and the company furnished the lights, the fixtures.

BLEED THROUGH – POOR COPY

Q. Was it on company premises?

A. Yes, sir.

133 Q. Was any *commission* charged to the games of the Red Brands?

A. Yes, sir.

Q. What was the admission charge?

A. Well, on special games it was a quarter, twenty-five cents, and the rest of them was a dime.

Q. And in the season of 1935 do you know who took care of the admissions—the receipts, the money that came in by way of admissions?

A. I would like to clarify that a little bit, if I may. There was Oscar Bayles with his trustees. He handled the gate and turned it over to Mr. Lowman, all of the receipts.

Q. And what was Mr. Lowman at that time?

A. He was secretary-treasurer of the K. E. A.

Q. Now, was there a concession stand operated at the ball park?

A. Yes, sir.

Q. Who operated that?

A. Kearney Jones.

Q. And do you know on what basis the concession stand was operated?

A. Sixty-forty, I think.

Q. Sixty-forty what? What does that mean?

Q. I wouldn't say for sure, but I believe it was on a sixty-forty basis. He got sixty and gave the park board

134 the forty. I am not sure of that, however.

By Trial Examiner MYERS:

Q. Who got the sixty?

A. He did.

Q. Who is he?

A. Kearney Jones, and the park board got forty.

By Mr. ROSELL:

Q. This park board was appointed by whom?

A. Herbert Moore.

Q. Who was that?

A. President.

Q. Of what?

A. The K. E. A.

Q. And those receipts that were turned into the board,

what happened to them? You got from the concession, I understood you said there were certain profits, I take it,—is that what it was? The sixty-forty arrangement?

A. Yes, it was turned over to the secretary-treasurer by Oscar Bayles.

Q. Secretary-treasurer of what?

A. The K. E. A.

Q. And that was who?

A. Earl Lowman.

135 Q. Well, did you have any connections with the Red Brands in 1937?

A. Yes, sir.

Q. What connection did you have in 1937?

A. Athletic manager.

Q. Of the Red Brands?

A. Of the Keystones.

136 Q. Pardon?

A. Of the Keystones.

Q. How did you get that job?

The WITNESS. Mr. Dan Sommer called me in his office and told me that he would like very much for me to take over the athletic association of the Keystone and run it for him, which I did.

By Trial Examiner MYERS:

Q. Who is this Mr. Sommer?

A. He is the general superintendent.

Q. Of what?

A. The Keystone Steel & Wire Company.

By Mr. ROSELL:

Q. Do you know when that was, when you spoke to Mr. Sommer?

137 A. That was the spring of 1937.

By Mr. ROSELL:

Q. During the year of 1937 as athletic director—is that what you said you were?

A. Yes.

Q. Did the Red Brands have a ball team during this year?

A. Yes, sir.

Q. And did they have equipment at that time?

BLEED THROUGH – POOR COPY

A. Yes, sir.

138 By Mr. Rosell:

Q. Where did the Red Brands get this equipment?

A. From the company.

Q. Was this the same equipment that was used by the Red Brands the previous year?

A. Part of it; each year we had to buy some new equipment.

Q. But part of it was part of the equipment used in the season of 1936, was it?

A. Yes, sir.

Q. Now, you were active in the formation of the Alliance, were you not?

A. I did not get your question.

Q. I say, were you one of those who helped to organize the Alliance?

A. Yes, sir.

Trial Examiner Myers. He is referring to the Independent Steel Workers Alliance.

Mr. Rosell. That is right, the Independent Steel Workers Alliance.

By Mr. Rosell:

Q. That is commonly referred to as the Alliance is it not, at the plant?

A. Yes, sir.

Q. You likewise were active, were you not, as a member of the K. E. A.?

A. Yes, sir.

139 Q. Now, were you member of the K. E. A. at the time it dissolved?

A. Yes, sir.

Q. And that was in what year?

A. 1937.

Q. And prior to its dissolution, Mr. Clifton, did the arrangement of the previous summer of 1936 continue for the operation of the Red Brands? Do I make myself clear? In other words, did the K. E. A. operate the Red Brands in 1936?

A. Yes, sir.

Q. And were you connected with it in that year?

A. Yes, sir, I was park board trustee.

Q. In 1936?

A. Yes, sir.

Q. And when had you been appointed as park board trustee?

A. The year the park opened, which was 1935, I believe, the spring of 1935.

Q. Did you continue as a trustee in 1936?

A. Yes, sir.

Q. And were you still a trustee of the park at the time the K. E. A. dissolved?

A. Yes, sir.

Q. Now, the Red Brands had equipment during the season of 1936, did they not?

140 A. Yes, sir.

Q. What happened to that equipment after the K. E. A. dissolved, if you know?

A. Well, what was good was left in the locker room. We used it in 1937, and as I said before, we had to buy new equipment too, in 1937.

Q. Do you know if the equipment, baseball equipment that the Red Brands had under the operation of the K. E. A. was either given or sold to the company?

A. That I don't know.

Q. Were you paid for your services as athletic director when you were appointed in 1937?

A. I was.

Q. What department were you working in in 1934?

A. In the blacksmith shop, mechanical department.

Q. And were you representative of the K. E. A., that is, on the general committee at that time?

A. Yes, sir.

Q. Were you a representative of your department? That is, of the mechanical department?

A. Yes, sir.

Q. Was that the mechanical department of the steel plant?

A. Yes, sir.

Q. Were you chairman of your department?

A. Yes, sir.

141 Q. Were you likewise a member of the general committee in 1935? I am speaking now of the K. E. A.

BLEED THROUGH – POOR COPY

A. Yes, sir.

Q. And were you a representative of your department in 1935?

A. Yes, sir.

Q. That was still the same department, the mechanical department?

A. Yes, sir.

Q. Were you a representative of that department in 1936?

A. Yes, sir.

Q. Were you chairman of your department in 1935?

A. Yes, sir.

Q. Were you chairman in 1936?

A. Yes, sir.

Q. Were you chairman of your department committee, and that was still the mechanical department, in 1937 when the K. E. A. dissolved?

A. Yes, sir.

Q. Can you state when the K. E. A. dissolved?

A. In the month of April; I don't know the date.

Q. Of 1937?

A. 1937.

Q. Do you recall a meeting at which the K. E. A. was dissolved in April, 1937?

142 A. Yes, sir—not exactly the—yes, sir.

Q. At this meeting at which the K. E. A. was dissolved, can you tell us what was said at that meeting and by whom with respect to the dissolution of the K. E. A., as best as you can recall?

Mr. CHAMPION. Mr. Examiner, I think the Examiner—I have been making general objections as to what happened. I want it to be shown in the record so that there will not be any question about it.

Mr. MCGRATH. That is my objection also.

Trial Examiner MYERS. The objection is overruled. Will the reporter please read the last question to the witness?

(Record read.)

The WITNESS. I received a letter from Mr. Bruce Hogue who was president, stating there would be a meeting that afternoon with Mr. Sommer, with Mr. Dan Sommer, and the meeting was held in Dan's office, and he told us that the Wagner Act had made our union unlawful, and therefore he could not meet with us and bargain with us.

By Mr. Rosell:

Q. Did Mr. Sommer say anything in what respect the Wagner Act made it unlawful that week any more than the previous week?

A. No, he did not say. He just said it made it unlawful for them to bargain with the K. E. A. any more.

143 By Trial Examiner Myers:

Q. Who was there at this meeting with Mr. Sommer?

A. Myself, Bruce Hogue, Earl Lowman, Jim Mahannah, and some of the other committee I don't remember.

Q. About how many were there?

A. That I could not say.

Q. Was there anybody else there representing the company besides Mr. Sommer?

A. I don't remember.

By Mr. Rosell:

Q. Mr. Witness, do you know what part of the month of April, 1937, this was? Was it the beginning of the month, the middle of the month or toward the end of the month?

A. No, I don't remember what part of the month it was.

Q. Was there anything said at that meeting about any decision of the Supreme Court of the United States during that week with respect to the Wagner Act?

A. I don't remember much about it.

Q. I cannot hear you.

A. I don't remember.

Q. Now, after that meeting with Mr. Sommer did the K. E. A. hold any meetings?

A. Yes, sir.

Q. And who presided at that meeting, after the meeting you described in Mr. Sommer's office?

144 A. Bruce Hogue, Earl Lowman and Jim Mahannah.

Q. Mr. Hogue, of course, was president of the K. E. A.?

A. Yes, sir.

Q. And Mr. Lowman was secretary?

A. Yes, sir.

Q. And Mr. Mahannah acted as recording secretary?

A. Yes, sir.

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Q. Did Mr. Hogue say anything at that meeting with respect to the dissolution of the K. E. A.?

A. He told the committee that the Wagner Act had made the K. E. A. unconstitutional and we would have to form a new organization.

By Trial Examiner MYERS:

Q. When was that meeting?

A. In the latter part of April.

Q. 1937?

A. Yes.

Q. Well, with respect to the meeting with Mr. Sommers when was this meeting you just described?

A. Well, I would say a week later.

By Mr. ROSELL:

Q. Now, who was in attendance at this meeting?

A. The general committee.

Q. Of the K. E. A.?

A. Of the K. E. A.

Q. Was any action taken at this meeting—strike that.

145 Was there any discussion at this meeting about the formation of a new union?

A. Some.

Q. What was done, if anything?

A. Well, we discussed about to start a new union, and what we should do about it, and the general committee appointed a committee to work on it, and I think Mr. Liesch, Mr. Hogue, Mr. Lowman, and Mr. Mahannah,—I don't remember the others who were appointed as a committee,—to organize a new union.

Q. Was that by a motion?

A. Yes, sir.

Q. Where was this meeting held?

A. At the steel plant laboratory, in the conference hall.

Q. That is on the plant premises?

A. Yes, sir.

Q. Now, were you acting in any capacity on any committee of the K. E. A. in 1937 at the time it was still in existence?

A. Will you let me have that question again, please?

Trial Examiner Myers. All right. Will the reporter please read the question to the witness?

(Record read.)

The Witness. Yes, sir.

By Mr. Rosell:

Q. What committee was that?

146 A. The department committee.

Q. Well, I will see if I can clarify my question. Were you acting on any of the committees like the rules committee or the wages committee or the seniority committee of the K. E. A. at the time it dissolved?

A. I was chairman of the seniority committee.

Q. Chairman?

A. Yes, sir.

Q. Who else was on that committee?

A. Mike Sigmund, Ted Alger—I don't remember—myself, and I don't recall the other one.

Q. Do you know if Mr. Tindell was on the committee, the seniority of the K. E. A. at the time it dissolved?

A. No, I do not.

Q. Do you know if Mr. Harrison was on the committee, the seniority committee of the K. E. A. at the time it dissolved?

A. Harrison?

Q. Vern Harrison?

A. Hanson, do you mean?

Q. Hanson, that is correct.

A. No, he was not on the seniority committee.

Q. Was Mr. Wagenback on the seniority committee at the time the K. E. A. dissolved?

A. No.

Q. Do you know who was on the wage committee at the time?

147 A. No, I don't.

Q. Or the rules committee?

A. No.

Q. Now, at this last meeting which you have just been describing at which the K. E. A. was dissolved, was there any discussion about the choosing of the name of a new union?

A. I don't remember that special meeting there, but the

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meeting we held when we organized, it was agreed to name it the I. S. W. A., the Independent Steel Workers Alliance at an organizing meeting we had.

Q. Wasn't that the same meeting at which the K. E. A. was dissolved?

A. Yes, sir.

Q. Now, after the Alliance was formed were employees signed up in the new union?

A. Yes, sir.

Q. Did you sign them up?

A. Yes, sir.

Q. And where did you sign them up?

A. Some outside the plant and some inside the plant.

Q. At the time the Red Brands played in 1935 and 1936, after the ball park was built, was there ever a sound system put in the park?

A. Yes, sir.

Q. And who bought the sound system?

148 A. The K. E. A.

Q. And was the sound system still there in 1937 when you took over as athletic manager?

A. Yes, sir.

Q. How long was the ball park there?

A. From 1934 until 1937, I believe,—or 1935.

Q. What happened to the ball park?

A. The company built a big warehouse on it for storage.

Q. When the K. E. A. dissolved and the Alliance was organized, did you—strike that.

Now, you had been a representative of the general committee of the K. E. A. in 1937 when it dissolved, is that right?

A. Yes, sir.

Q. Now, after the Alliance was formed were you a representative after that?

A. Yes, sir.

Q. For your department?

A. Yes, sir.

Q. You had been chairman, I believe you said, at the time the K. E. A. dissolved?

A. Yes, sir.

Q. Of your department committee, is that correct?

A. Yes, sir.

Q. Were you chairman of the department committee when the Alliance was formed?

149 A. Yes, sir.

Q. Did you ever serve as an officer of the K. E. A. —strike that—of the I. S. W. A., the Alliance?

A. Yes, sir.

Q. What year and what office did you hold?

A. Vice-president in 1938.

Q. And was that the only time you held office?

A. Yes, sir.

152 PAUL CANTRALL was called as an adverse witness by and on behalf of the National Labor Relations Board, having been first duly sworn, was examined and testified as follows:

Direct examination by Trial Examiner MYERS:

Q. What is your name, please?

A. Paul Cantrall.

Q. Will you spell your last name for the record, please?

A. Cantrall, C-a-n-t-r-a-l-l.

153 Q. And where do you live, Mr. Cantrall?

A. 320 Indiana.

Q. Is that in Peoria?

A. Yes, sir.

Trial Examiner MYERS: You may be seated, Mr. Cantrall. You may proceed, Mr. Rosell.

By Mr. ROSELL:

Q. Mr. Cantrall, where did you say you lived?

A. 320 Indiana Avenue.

Q. In Peoria?

A. Yes, sir.

Q. Did you ever live on Second Avenue?

A. Well, a short time years ago. I have been at 320 Indiana for about twelve years.

Q. Where do you work, Mr. Cantrall?

A. Keystone.

Q. How long have you worked there?

A. About eighteen years.

Q. And what is your job at the Keystone?

A. I am a heater part time and a foreman part time, now.

Q. Were you a member of the Keystone Employees Association?

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A. Yes, sir.

Q. Were you ever a department representative of the K. E. A.?

A. Yes.

Q. Were you ever an officer of the K. E. A.?

154 A. Yes.

Q. What office did you have?

A. Vice-president.

Q. And who was president at the time you were vice-president?

A. Bruce Hogue.

Q. And in what year were you elected vice-president?

A. I don't recall for sure, but I think it was 1937.

Q. Were you vice-president at the time the K. E. A. dissolved?

A. Yes.

Q. Do you know when the K. E. A. dissolved?

A. No, I cannot say for sure.

Q. Was the K. E. A. dissolved by any action of the K. E. A. general committee?

A. Yes, as near as I can recall.

Q. At a meeting of the K. E. A.?

A. Yes.

Q. And what was discussed at that meeting, if you recall, which prompted the dissolution of the K. E. A.?

A. Well, the company had informed the K. E. A. that they were withdrawing any support whatever to come under the law, and as near as I can remember we decided to dissolve and form the Independent Union.

By Trial Examiner MYERS:

Q. When was that meeting?

155 A. I don't remember.

Q. What year was it?

A. I don't remember whether it was 1937 or 1938.

Q. Do you know what part of the year it was?

A. No, I don't.

By Mr. ROSELL:

Q. Where was this meeting held?

A. In the hall in Bartonville, I believe.

Q. Did the K. E. A. ever meet in any hall in Bartonville, any general committee of the K. E. A.?

A. I think so.

Q. As a matter of fact, didn't they meet in the steel plant laboratory and in the fence department?

A. Well, they did meet there. I may be mistaken about that, about the K. E. A. having a hall that is in Bartonville. The K. E. A. had meetings at the wire plant in the conference room and also at the steel plant.

Q. Now, what action did the K. E. A. general committee take at this meeting you described, if any?

A. Why, they voted to disband, disorganize, and whether at that meeting or another meeting they voted to reorganize or to organize the Independent Steel Workers Alliance, I am not sure.

157 By Mr. ROSELL:

Q. Who were the temporary organizing body that organized the Alliance?

A. Will you repeat that question?

Trial Examiner MYERS. Will the reporter please read the question?

(Record read.)

The WITNESS. It was the committeemen from the various departments.

By Mr. ROSELL:

Q. Committeemen of what?

A. Do you mean of what organization?

Q. That is right.

A. I believe it was the K. E. A. committeemen, the former K. E. A. committeemen.

Q. Did the K. E. A. general committee ever vote to organize a new organization——

Mr. CHAMPION. May I interrupt just a minute?

Mr. ROSELL. May I finish my question, please?

Mr. CHAMPION. Pardon me.

By Mr. ROSELL:

Q. (Continuing.) At the meeting in which they voted to dissolve the K. E. A.?

By Trial Examiner MYERS:

Q. Did you hear the question?

158 A. I don't think so. I think a separate meeting was called. Now, I am not positive about that. That is a little vague in my mind.

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By Mr. ROSELL:

Q. Did the K. E. A. general committee elect temporary officers to organize a new union?

A. I believe they did.

Q. And who were those temporary officers?

A. Bruce Hogue, president; and myself as vice-president; Earl Lowman, secretary and treasurer.

Q. And did Mr. Hogue appoint the general committee of the K. E. A. to act as organizing committee for the I. S. W. A.?

A. I am not positive of that, but I believe he did.

Q. Now, these temporary officers that were elected to organize the I. S. W. A. were the same officers or the same persons who held the same office in the K. E. A., is that correct?

Will you answer rather than shake because the reporter cannot get it?

A. Yes, that is right.

166 By Mr. ROSELL:

Q. After the Alliance was organized were you elected as an officer of the Alliance?

A. Yes, sir.

Q. The first time they elected officers?

A. Yes, sir.

Q. And to what office were you elected?

A. Vice-president.

Q. Were you ever elected subsequent to the first group of officers as an officer of the K. E. A. thereafter?

A. Of the I. S. W. A., you mean?

Q. That is correct.

A. Yes.

Q. To what office?

A. Vice-president.

Q. So you have served as vice-president on two separate occasions, is that right?

167 A. Yes.

Q. Now, at the time the K. E. A. dissolved were you a representative of any department?

A. I was vice-president.

Mr. ROSELL. No. Will you re-read the question to the witness, please?

(Record read.)

By Mr. ROSELL:

Q. To the K. E. A. general committee, did you act as a representative for your department?

A. I was the vice-president, but I don't know whether I was, I believe possibly I was a representative.

Q. Of what department?

A. Electrical, at that time.

Q. Electrical department, what plant?

A. Steel plant.

Q. And after the Alliance was organized were you a representative of the electrical department of the steel plant?

A. I believe I was.

Q. Were you chairman of that department committee?

A. Yes.

168 By Mr. ROSELL:

Q. I show you Board's Exhibit No. 9, the fourth page, which reads:

"Minutes of meeting of the temporary committee on wages and working conditions of the Independent Steel Workers Alliance with the management of the Keystone Steel & Wire Company at the offices of the company, at ten a.m., Wednesday, April 28, 1937, with the following men present:"

Would you please look at that (handing document to the witness)?

Mr. MCGRATH. Pardon me, Mr. Rosell, but is it your intention that he should read that whole document or were you calling his attention to a certain portion of it? It seems to be rather a thick document and it will take quite a bit of time to look through it.

Mr. CHAMPION. Maybe the witness wants to see what is in the document. Let him take a look at it.

Mr. MCGRATH. Let him read it all.

Mr. ROSELL. It is all right with me. If counsel insists that he reads it *is* all, it is satisfactory with me.

Trial Examiner MYERS. That is enough, Mr. Rosell. Is there an unfinished question by the witness?

Mr. ROSELL. I don't believe so.

(Record read.)

By Mr. ROSELL:

Q. Have you read that?

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A. I did not read through the whole thing, but the first section there I read.

Q. Did you read the portion I directed your attention to, the minutes of the meeting of April 28, 1937?

A. Yes, sir.

Q. Were you present as indicated on these minutes?

A. Yes.

Q. Do you recall that meeting?

A. I recall the meeting, yes.

Q. Was Mr. Hogue present?

A. Yes.

Q. And was Mr. Cantrall—you were present, Paul Cantrall?

A. Yes, sir.

Q. And——

Trial Examiner MYERS. Wait a minute. Will you wait until the witness answers the question?

Mr. ROSELL. I am sorry.

Trial Examiner MYERS. Mr. Witness, don't shake your head unless you answer orally at the same time.

The WITNESS. Yes.

By Mr. ROSELL:

Q. Was Mr. Jerry Moran there?

A. Yes.

Q. Mr. Vernon Auld?

A. Yes, sir.

Q. Mr. John Elmore?

A. I don't recall whether he was there or not.

Q. Mr. Ross White. Do you recall if he was there?

A. I believe he was.

Q. Was Mr. J. Mahannah there?

A. Yes.

Q. Mr. R. E. Sommer?

A. I believe so, and Dan.

Q. Here, you may look at the document (handing document to the witness).

A. If the names are on there, I am sure they were there.

Q. And D. P. Sommer also?

A. Yes.

Q. Do you recall if anyone else was there?

A. No, I don't.

Q. Well, do you believe there was anyone else there?
A. I don't know; I don't imagine so.
Q. Do you believe that is correct?
A. Yes.

175 KEARNEY JONES was called as an adverse witness by and on behalf of the National Labor Relations Board, having been first duly sworn, was examined and testified as follows:

Direct examination by Trial Examiner MYERS:

Q. What is your name?
A. Kearney Jones.
Q. How do you spell your first name?
A. Kearney, K-e-a-r-n-e-y.
Q. And Jones is spelled, J-o-n-e-s?
A. J-o-n-e-s.
Q. Where do you live, Mr. Jones?
176 A. I live at 711 South Washington Street, Bartonville, Illinois.

Trial Examiner MYERS. You may be seated, Mr. Jones. You may proceed, Mr. Rozell.

By Mr. ROZELL:

Q. Where do you work?
A. Keystone Steel & Wire Company.
Q. How long have you worked there?
A. Twenty-one years.
Q. What job do you now have with the company?
A. I am a foreman at the present time.
Q. In what department?
A. In the netting department.
Q. Did you have any connection, Mr. Jones, with the Red Brands ball club or the ball field where the games were played in 1935?
A. I operated the concession stand.
Q. And did you also operate it in 1936?
A. Yes.
Q. Who sponsored the Red Brands team, if you know?
A. Well, I supposed it was the Keystone Employees Association.
Q. On what basis did you operate the concession stand at the ball field?

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A. On a percentage basis.

Q. And what percentage was that?

177 A. I gave the ball club forty per cent of the net profit and I kept sixty per cent.

Q. And to whom did you turn over that forty per cent?

A. Well, they were men, different men appointed to take care of the ball field.

Q. Appointed by whom?

A. Well, now, I don't know as to that.

Q. Were you a member of the K. E. A.?

A. Yes, I was a member of the K. E. A.

Q. And were those men appointed to operate the ball field——

A. Well, I could not say who they were appointed by. All I know is that they were men put over there to, you know, take care of the ball field during the games.

Trial Examiner Myers. Mr. Jones, the only question was to whom did you give the forty per cent, to what persons did you give the money?

The Witness. Well, in 1935 it was Herb Moore and Oscar Bayles. That is the first year that we operated the ball field.

By Mr. Rosell:

Q. And what were they doing in 1935, I mean, what was their job with respect to the ball club, if you know?

A. Well, I would say they were more or less ball park managers, something to that effect. I would not say for sure.

178 By Trial Examiner Myers:

Q. Well, who told you to turn the money over to these two people?

A. Pardon me?

Q. Who told you to turn the money over to them?

A. Well, it was Herb Moore and Oscar Bayles and I would say Earl Lowman, I believe that was the committee, instructed me who to turn the money over to.

By Mr. Rosell:

Q. Did you ever turn any money over to Mr. Lowman?

A. I believe I did.

179 JERRY MORAN was called as an adverse witness by the National Labor Relations Board, having been first duly sworn, was examined and testified as follows:

Direct examination by Trial Examiner MYERS:

Q. What is your name, sir?

A. Jerry Moran.

Q. Will you spell your last name to the reporter, please?

A. M-o-r-a-n.

Q. And what is your address, Mr. Moran?

A. 630 Blaine Street, Peoria, Illinois.

Trial Examiner MYERS. You may be seated, Mr. Moran. You may proceed, Mr. Rosell.

Mr. ROSELL. Yes.

By Mr. ROSELL:

Q. Where do you work, Mr. Moran?

A. Keystone Steel & Wire Company.

Q. How long have you worked there?

180 A. Eleven years in July.

Q. And what job do you have now with the company?

A. I am stock foreman.

Q. Were you a member of the Keystone Employees Association?

A. Yes, sir.

Q. Were you ever a committeeman of any department for the K. E. A.?

A. I was of the steel plant mechanical department.

Q. And were you a member of the general committee of the K. E. A.?

A. Well, that is the same thing.

Q. Were you chairman of your steel plant mechanical department committee?

A. No, sir.

Q. Were you member of the steel plant mechanical department committee in 1936 and 1937?

Mr. CHAMPION. Of what?

Mr. ROSELL. Of the K. E. A.?

The WITNESS. I was elected in the fall of 1936, I believe, when they held the election, and that would have been for one year.

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By Mr. Rosell:

Q. Were you member of the general committee of the K. E. A. at the time the K. E. A. dissolved?

A. Yes, sir.

Q. Were you present at the meeting at which
181 the K. E. A. dissolved?

A. Yes, sir.

Q. Where was that meeting held?

A. In the usual meeting place. That was in the laboratory in the steel mill.

Q. And do you recall how you got to that meeting?

A. Well, just what do you mean, by transportation?

Q. No, were you working in the plant that day?

A. No, sir, I was home.

Q. And were you called to the meeting?

A. I was called, yes.

By Trial Examiner Myers:

Q. You mean by telephone?

A. Yes, sir.

By Mr. Rosell:

Q. Can you state when this meeting was held?

A. No, sir, I would not know the date.

Q. Do you know the year?

A. Well, it would have been in the spring of 1937.

Q. Do you know the month?

A. I am not so sure. It could have been March or April, I would not say for sure.

Q. And do you know the part of the month?

A. It seems to me it was early in the month or late in the month, one way or the other. It was either at the end of one month or at the beginning of the other.

182 Q. Who presided at that meeting?

A. Bruce Hogue.

Q. And what was his job at that time?

A. He was president of the K. E. A.

Q. What did Mr. Hogue say at this meeting at which this discussion took place, if anything?

A. I did not quite understand the question.

Trial Examiner Myers. Will the reporter please read the question to the witness?

(Record read.)

The WITNESS. Well, there was probably lots said, I don't remember, but he said that the meeting was called for the purpose of dissolutionment.

Trial Examiner MYERS. Will the reporter please read the answer?

(Record read.)

By Mr. ROSELL:

Q. You mean to dissolve?

A. Dissolve, yes, sir, that is what I mean.

Q. Did he say why the K. E. A. had to dissolve?

A. Well, I think it was on account of the law that it would have to be dissolved.

Q. Did he say anything with respect to the law, did anything happen in the law at that time which prompted the dissolution?

A. Well, I would not want to quote him, but my
183 own opinion would be on account of the Wagner Act becoming constitutional by the Supreme Court.

Mr. CHAMPION. Mr. Examiner, I ask that the answer be stricken on the ground——

Trial Examiner MYERS. Strike out the answer and read the question to the witness, please, Mr. Reporter.

(Record read.)

The WITNESS. I would not remember his exact words.

By Trial Examiner MYERS:

Q. Well, was this meeting after the decision by the Supreme Court declaring the Wagner Act constitutional?

A. Yes, sir, to the best of my knowledge.

Q. With relation to the decision by the Supreme Court, when was this meeting held?

A. I do not remember exactly.

Q. Well, was it a month or a week or a year?

A. Well, it seems to me like it might have been a week or two.

By Mr. ROSELL:

Q. Was there any discussion at that meeting about organizing another union?

A. Yes, sir.

Q. And did Mr. Hogue, Bruce Hogue, say anything about that at that same meeting?

A. I believe it was put before the committee and they

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were asked what they would decide, what they
184 thought of organizing another organization.

Q. You mean the general committee of the K. E. A.?

A. The general committee meeting, yes, sir.

Q. Was any resolution adopted or any action taken by the general committee of the K. E. A. on that question?

A. Well, yes, sir.

Q. What did they decide to do?

A. They decided to form another organization.

Q. Was there any discussion at that same meeting about choosing the name of the new union?

A. Yes, sir.

Q. Was the name chosen of the new union at that meeting?

A. The name was suggested and I believe chosen.

Q. At that meeting?

A. At that meeting, yes, sir.

Q. What was the name chosen at that meeting?

A. Independent Steel Workers Alliance.

Q. Where was this meeting held?

A. In the laboratory, steel mill.

Q. Was there a temporary organizing group for the Alliance?

A. I think that—I could not answer that.

Q. Who acted as the organizing group for the Alliance?

A. I believe the officers were all chosen as temporary officers, and a meeting was held, I think a meeting was held after that and the officers of the K. E. A. were
185 all chosen temporary officers, until an organization had been organized.

Q. What officers were chosen?

A. For the I. S. W. A.?

Q. I asked you what officers were chosen to act as temporary officers.

A. The former officers of the K. E. A.

Q. And who chose them?

A. The committeemen there.

Q. Which committeemen?

A. The general committee.

Q. Of what organization?

A. The K. E. A.

Q. Now, were you on any of the committees of the K. E. A. other than department committees?

A. I was on the wages committee.

Q. You were appointed by whom?

A. Bruce Hogue.

Q. Who was president of the K. E. A.?

A. President, yes, sir.

Q. Do you know who was on the wage committee of the K. E. A. when you were on it?

A. Yes, sir.

Q. In 1935 and 1937, at the time of the existence of the K. E. A.?

A. Yes, sir.

186 Q. Can you name those persons?

A. Elmore, I think his first name was John; Vernon Auld; Ross White and myself.

Trial Examiner MYERS. Did you get those names, Mr. Reporter?

The REPORTER. Yes, sir.

By Mr. ROSELL:

Q. And who was chairman of that wage committee?

A. I was.

Q. Now, did that wage committee act as the temporary wage committee—strike that.

Did those same men you named, including yourself, who were members of the wage committee of the K. E. A. act as the temporary wage committee of the Alliance at the time the Alliance was organized?

A. Yes, sir.

Q. And did that committee have a meeting with the temporary officers of the I. S. W. A. with the management shortly after the Alliance was organized?

A. Yes, sir.

Q. Who appointed this group of men whom you named in these committees to act as the temporary organizing committee—strike that, as the temporary wage——

Trial Examiner MYERS. Start your question over again, Mr. Rosell.

187 Mr. ROSELL. I will strike that.

By Mr. ROSELL:

Q. Who appointed you and Auld and Elmore and White

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to act as the temporary committee on wages that met with the management?

Mr. CHAMPION. Mr. Examiner——

By Mr. ROSELL:

Q. If you know?

Mr. CHAMPION. Are you through?

Mr. ROSELL. Yes.

Mr. CHAMPION. I object to the type of that question. It is assuming there was an appointment.

Trial Examiner MYERS. I will sustain the objection.

By Mr. ROSELL:

Q. Well, was a temporary wage committee appointed?

Mr. CHAMPION. I make the same objection.

Trial Examiner MYERS. The objection is overruled.

Mr. ROSELL. I have not finished it. I wanted to finish.

By Mr. ROSELL:

Q. It was a temporary wage committee appointed for the Alliance at the time the Alliance was organized?

A. Well, to the best of my knowledge I believe that the general committee meeting voted to hold all the committees as was until regular officers were elected, I mean, to appointed a permanent committee.

Q. Which general committee?

A. The members of the I. S. W. A. in an organi-
188 zation meeting.

Q. And they appointed the members of the committee to continue to act, you said?

A. I think that was the way it was done, yes, sir.

Q. Now, those men were members of the committee belonging to what organization?

A. Well, at that time, after that it would have been the I. S. W. A.

Mr. CHAMPION. Just a minute. I do not want to be interjecting all the time here, but there are so many assumptions in this answer. Do you mean every member of every committee was appointed was a member of the K. E. A. or some of them or what?

Trial Examiner MYERS. Will you start all over again, Mr. Rosell?

By Mr. Rosell:

Q. Mr. Moran, at the time the K. E. A. dissolved, the K. E. A. had a wage committee?

A. Yes, sir.

Q. And a seniority committee?

A. Yes, sir.

Q. And a rules committee?

A. Yes, sir.

Q. Now, you were chairman of the wage committee?

A. Yes, sir.

Q. Did you act as chairman of the wage com-
189 mittee of the Alliance at the time the Alliance was organized?

A. Yes, sir.

By Trial Examiner Myers:

Q. How did you become chairman of that committee?

A. For the K. E. A. or——

Q. No, the Alliance.

A. Well, as I said, at this meeting, the organizing meeting, the temporary officers were elected. I do not remember whether the president appointed us, all committees to act, or whether it was on motion of the general committee, the membership.

Q. And who composed the membership of this wage committee at this organizing meeting of the Alliance? Who were they?

A. Well, there was John Elmore, Vernon Auld, Ross White and myself for one meeting.

Q. I beg your pardon?

A. There was John Elmore, Vernon Auld, Ross White and myself for one meeting and it was a temporary thing.

Q. What do you mean by "one meeting"?

A. Well, I only attended one meeting with the management and it was the only meeting I attended on the committee.

Q. When were you put on this committee?

A. Why, at the organizing meeting.

Q. And then thereafter you and other members of the committee discussed certain things with the manage-
190 ment, is that right?

A. Yes, sir.

BLEED THROUGH – POOR COPY

Q. Now, were those same people the members of the wage committee of the K. E. A.?

A. Yes, sir.

Q. Do you know how they were on this committee of the Alliance?

A. Well, the same way I was.

Trial Examiner MYERS. All right. Go ahead, Mr. Rosell.

Mr. CHAMPION. What was that last answer, Mr. Reporter?

(Record read.)

Mr. CHAMPION. Thank you.

By Mr. ROSELL:

Q. I show you page 4 of Board's Exhibit No. 9 entitled:

"Minutes of meeting of the temporary committee on wages and working conditions of the Independent Steel Workers' Alliance with the management of the Keystone Steel & Wire Company at the offices of the Company at ten a.m., Wednesday, April 28, 1937, with the following men present:"

Will you examine the names listed there?

A. I did not get that.

Q. Will you state the names of the persons listed there?

A. Yes, sir.

191 Q. Will you read—have you examined those names?

A. The names, yes, sir.

Q. Do you recall the names listed there as being the persons who attended the meeting noted in that listing up on top?

A. Yes, sir.

Q. Is that the meeting you referred to that you attended with management?

A. Yes, sir.

Q. And your name is listed there, is it not?

A. Yes, sir.

Q. As chairman of the,—temporary chairman of the wage temporary committee for the I. S. W. A. wage committee?

A. Temporary chairman, committee of wages and working conditions.

Q. Of the I. S. W. A.?

A. Yes, sir.

Q. And the other members of the committee, the other persons listed there, namely, Vernon Auld, John Elmore and Ross White were members of the committee to which you referred?

A. Yes, sir.

Q. Do you recall the other persons listed there at that meeting?

A. Yes, sir.

Q. Other than the persons listed there were there
192 any other persons at that meeting?

A. No, sir.

Q. You had been a member of the K.E.A., had you not?

A. Yes, sir.

Q. And you attended meetings of the K.E.A.?

A. Yes, sir.

Q. In 1936 and 1937, when you attended meetings of the K.E.A., where were those meetings held?

A. They were held in the laboratory in the steel mill.

Q. And would the general committee be present at those meetings?

A. Yes, sir.

Q. Now, I am not referring to any meeting at this point of the wage committee. I am referring to the general committee.

A. Yes, sir.

Q. Were you member of the general committee of the K.E.A.?

A. Yes, sir.

Q. That was composed of the department representatives of the K.E.A., is that correct?

A. That is right.

Q. Now, at those meetings were members of the K.E.A. who were not members of the general committee or officers or members of the seniority, wage, safety or rules committee present?

193 Do you understand my question?

A. I don't know of them being present. It was not compulsory. I guess they could come if they wished.

Q. Did any of them ever come?

BLEED THROUGH – POOR COPY

A. I don't know.

Q. Now, as a department representative, to which I believe you testified—you were, were you not?

A. Yes, sir.

Q. And you attended these general committee meetings. Were there times when management was not present?

A. Yes, sir.

Q. Management was present when?

A. Well, not always. Occasionally, when the meeting was about closed, maybe a representative of management came in.

Q. Now, were the department representatives paid for attendance at these meetings?

A. Yes, sir.

Q. And if you were working at the time these meetings were held, would you leave your work and go to the meetings?

A. Well, if they could get somebody to put in your place, you could.

Mr. CHAMPION. Pardon me. Just a minute. If the witness will just keep his voice up. He lets it fall and it is so hard to hear in this room.

194 Trial Examiner MYERS. Will you talk a little louder, please?

The WITNESS. If they were able to find someone who could take your place so that you could attend, you could go.

By Trial Examiner MYERS:

Q. Who would do that?

A. It would have to be your foreman. You would tell him that there is a meeting to attend and then if he had somebody to take your place he would let you go.

Q. And if you could not find anybody?

A. Well, you just didn't go.

By Mr. ROSELL:

Q. And when you attended these meetings would you be paid for the time of attendance at the meetings?

A. There was no deduction.

Q. From your pay?

A. You did not punch out or in.

Q. Would you punch—strike that.

Now, if at the time a K.E.A. meeting was held and you were not scheduled to work and you came from home to attend that meeting, would you be paid for the attendance at that meeting?

A. Yes, sir.

Q. And would you punch a time card?

A. Yes, sir.

195 Q. Was that a time card which was different from your regular time card?

A. Yes, it was.

Q. Was it pink in color?

A. I think pink or red, I don't remember.

Q. Now, you stated, I believe, that the same men who had acted on the wage committee with you of the K.E.A. acted as the temporary wage committee for the Alliance when it was organized, is that correct?

A. Yes, sir.

Q. Do you know if the members of the other K.E.A. committees acted as the temporary committees to the Alliance when it was organized?

Mr. CHAMPION. I object to that question. It is too vague.

Trial Examiner MYERS. Well, reframe your question, Mr. Rosell.

By Mr. ROSELL:

Q. Do you know whether the men who were on the seniority committee of the K.E.A. acted as the temporary seniority committee of the Alliance when the Alliance was organized?

Mr. CHAMPION. The same objection, Mr. Commissioner, because there is a conclusion in there.

Trial Examiner MYERS. The objection is overruled.

Mr. ROSELL. I asked him whether he knows.

196 Trial Examiner MYERS. Will you read the question to the witness, please?

(Record read.)

The WITNESS. Well, as I recall all committees acted——

By Mr. ROSELL:

Q. All committees of what?

A. Of the I.S.W.A. acted as they had been in the K.E.A. They all acted as a temporary committee.

Q. Until when?

A. Until the permanent organization and election of permanent officers was held

Cross-Examination by Mr. McGrath:

Q. When did you become a foreman?

A. In 1941, I believe it was February or March.

Q. You were not a foreman of the company, were you, during the time you have just testified to?

A. No, sir.

197 By Trial Examiner Myers:

Q. Now, at this meeting where you told us about, there was some discussion about the dissolution of the K.E.A. Do you remember that meeting?

A. Yes, sir.

Q. Now, after there was some discussion about
198 dissolving the K.E.A., what action, if any, did the general committee take?

A. Well, I would not say there was a motion made to dissolve. I don't remember, but I suppose there was.

Q. Do you know just what transpired regarding the dissolution of the K.E.A. at that meeting?

A. No, I don't remember.

Q. Now, there was a question of dissolution of the K.E.A., or rather, was there a question of dissolution of the K.E.A. ever submitted to the general membership?

A. No, sir.

Q. The general membership did not pass upon dissolving the K.E.A., is that right?

A. That is right.

202 Walter Phillips was called as an adverse witness by the National Labor Relations Board, having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

Mr. Rosell. Mr. Examiner, I just want to state that Mr. Phillips is being called by the Board as an adverse witness.

Trial Examiner Myers. Very well.

By Trial Examiner Myers:

Q. What is your name?

A. Walter Phillips.
Q. How do you spell your last name?
A. P-h-i-l-l-i-p-s.
Q. Where do you live, Mr. Phillips?
A. 513 Fifth Street, Peoria, Illinois.
Trial Examiner Myers. You may be seated, sir. You may proceed, Mr. Rosell.

By Mr. Rosell:

Q. Where do you work?
A. Keystone Steel & Wire Company.
Q. How long have you worked for the company?
A. Ten years and nine months.
Q. And what is your position with the company now?
203 A. Foreman.
Q. In what department?
A. Drawing department.
Q. Were you a member of the Keystone Employees Association?
A. Yes, sir.
Q. Were you ever a member of the K. E. A. general committee?
A. Yes, sir.
Q. Were you a department representative of the K. E. A.?
A. Yes, sir.
Q. Of what department?
A. The drawing department.
Q. And were you a K. E. A. department representative at the time the K. E. A. dissolved?
A. Yes, sir.
Q. When was that?
A. That was in the year of 1937, I believe.
Q. Do you remember when in 1937?
A. It was in the spring of the year, I think in April.
Q. Were you at the meeting at which the K. E. A. dissolved?
A. Yes, sir.
Q. Where did this meeting take place?
A. At the laboratory building at the steel plant of the Keystone Steel & Wire Company.

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Q. Was there a meeting of the general committee of the K. E. A.?

204 A. I think there was.

By Trial Examiner Myers:

Q. What is your best recollection?

A. That is my best recollection. I think it is,—I think it was.

By Mr. Rosell:

Q. And were you present at this meeting as a departmental K. E. A. representative?

A. Yes, sir.

Q. Who presided at that meeting?

A. Mr. Bruce Hogue.

Q. And he was what?

A. He was the president of the K. E. A.

Q. At this meeting at which the K. E. A. was dissolved, was there any discussion with respect to the formation of a new union?

A. Yes, sir.

Q. And at this meeting was there any discussion with respect to the name for the new union?

A. Yes, sir.

Q. And was a name chosen at that meeting?

Q. What was that name?

A. The Independent Steel Workers Alliance.

Q. Now, was there a temporary body that organized—that acted as the organizing body—strike that.

Was there an organizing body of the Alliance at

205 the time it organized?

A. I think so.

Q. And who acted as the organizing body of the Alliance?

A. I believe the general committee.

Q. Of what?

A. Of the Keystone Employees Association.

Mr. Rosell. Your witness. That is all from this witness.

Trial Examiner Myers. Do you have any questions, Mr. Baer?

Mr. McGrath. No, I have none. Wait just a minute.

Cross-examination by Mr. McGrath:

Q. When were you made a foreman?

A. About the 1st of May. I don't remember the exact date.

Q. This year?

A. Yes, sir.

Q. You were not a foreman during the time you testified to?

A. No, sir.

207 Ernest Sering was called as an adverse witness by and on behalf of the National Labor Relations Board, having been first duly sworn, was examined and testified as follows:

Direct examination by Trial Examiner Myers:

Q. What is your name?

A. Ernest Sering.

Q. How do you spell your last name?

A. S-e-r-i-n-g.

208 Q. And where do you live, Mr. Sering?

A. 502 Springville Hill Road.

Trial Examiner Myers. You may be seated, Mr. Stering. You may proceed, Mr. Rosell.

By Mr. Rosell:

Q. Where do you work, Mr. Stering?

A. At the Keystone Steel & Wire Company, South Bartonville.

Q. How long have you worked there?

A. Practically since 1917. I started in 1917.

Q. Were you a member of the Keystone Employees Association?

A. Yes, I was a member.

Q. And were you a department representative of the K. E. A.?

A. Yes, sir.

Q. And were you a member of the general committee of the K. E. A.?

A. Yes, sir.

Q. Were you a member of the general committee of the K. E. A. at the time it dissolved?

A. Yes, sir.

BLEED THROUGH - POOR COPY

Q. Do you recall the meeting which was held, at which the K. E. A. was dissolved?

A. Well, not clearly, no. I was at the meeting, but as to recalling any details about it, I cannot.

Q. Do you know whether the meetings of the K. E. A. at which the dissolution was discussed, where those meetings were held?

209 A. They were held down at the steel plant in the conference room.

Q. Do you know the year in which the K. E. A. dissolved?

A. No, I don't. The only thing I know for sure about that is what I heard on the stand here yesterday. I had forgotten the date.

Q. Well, did that refresh your mind about when that happened?

A. Not exactly. I supposed it was right. To my mind, it was not clear, the date.

Q. Was the year clarified by what you heard?

A. No, it was not; I was not sure.

Q. Now, at the time the K. E. A. was dissolved, can you state the reason for dissolving the K. E. A.?

A. Well, the reason was because it was outlawed, as we figured, by the Government, and we wasn't allowed to hold that kind of meetings any more, that is, of that kind, of a union with a company. That is the way I understood it.

Q. Was that at about the time the Supreme Court held the Wagner Act constitutional?

A. I guess it was.

Q. Now, at this meeting where the K. E. A. was dissolved, was there any discussion about the formation of another union?

A. Not to my knowledge.

By Trial Examiner Myers:

Q. What do you mean, "Not to your knowledge"?

210 A. Well, I am not sure that there was. There could have been, and I don't remember it. Possibly there was.

Q. You don't recall?

A. I don't recall, no, if there was.

By Mr. Rosell:

Q. Were you a member of the temporary organizing committee of the Alliance?

A. Yes, sir.

Q. And you were likewise a member of the committee that set up the constitution and bylaws of the Alliance, is that correct?

A. Yes, sir, that is correct.

Q. Now, there was a temporary organizing committee that organized the Alliance, is that correct?

A. Well, I just don't remember how they did organize. It was one member talking to another, I guess, mostly, more than anything else, and they had the meeting.

Q. Well, wasn't there a group of men?

A. Well, the former general committee talked among themselves.

Q. You mean the committee of the K. E. A.?

A. The K. E. A.

Q. At the time the Alliance first elected representatives of the committee, of the Alliance general committee, were you elected as a member?

A. Well, I was elected department representative.

211 Q. That is the same department you have been in?

A. Yes.

August Schoon was called as a witness by and on behalf of the National Labor Relations Board, having been first duly sworn, was examined and testified as as follows:

Direct examination by Trial Examiner Myers:

Q. What is your name?

A. August Schoon.

Q. Will you please spell your last name?

212 A. S-c-h-o-o-n.

Q. Where do you live, Mr. Schoon?

A. 106 Garfield, Bartonville.

Trial Examiner Myers. You may be seated, sir. You may proceed, Mr. Rosell.

By Mr. Rosell:

Q. Where do you work, Mr. Schoon?

A. Keystone Steel & Wire Company.

BLEED THROUGH – POOR COPY

Q. How long have you worked there?

A. Since September, 1924.

Q. Were you a member of the Keystone Employees Association?

A. I was.

Q. And were you ever a representative of your department in the K. E. A.?

A. No, I was not.

Q. Were you ever a member of any committee of the K. E. A.?

A. No.

Q. Or an officer of the K. E. A.?

A. No.

Q. At any time during its existence?

A. No, sir.

Q. I take it then you were just a plain member and never held any office?

A. Just a member, that is right.

Q. Do you recall when the K. E. A. was organized?

A. Yes, I do.

213 Q. Do you remember approximately the year?

A. No, I don't.

Q. Do you remember the first meeting at which the K. E. A. was organized?

A. Yes, sir.

Q. Do you know where that meeting was held?

Mr. CHAMPION. Mr. Examiner——

The WITNESS. Well——

Mr. CHAMPION. Just one moment, please. He is speaking of the first meeting of the K. E. A., is that right? I was not listening. If that is true, I am objecting to that, because of the period of time.

Trial Examiner MYERS. Your objection is overruled.

The WITNESS. Well, which meeting do you mean now? We had the regular meeting of the K. E. A.

By Mr. ROSELL:

Q. When it first got started, do you remember the first meeting of the K. E. A.?

A. Yes, I remember it.

Q. Did you know a Mr. W. C. Buchanan?

A. Yes, I do.

Q. What was his job with the company?

A. I would not know; I cannot recall.
Q. Was he an official of the company?
A. He was an official of the company, yes.
Q. Do you recall Mr. Buchanan speaking at the
214 first meeting of the K. E. A.?
A. Yes, I do.

By Trial Examiner Myers:

Q. Was that a general meeting? Was that a meeting of the general membership?

By Mr. Rosell:

Q. Do you know?
A. Well, no, it was not.

By Trial Examiner Myers:

Q. What was it a meeting of?
A. It seems like it was about departments. We held meetings in the fence shop or in different departments. I was at that meeting in the fence shop. We held meetings there.
Q. Who was there?
A. Well, most of the fellows on our shift in the galvanizing department. I cannot recall any of their names.

By Mr. Rosell:

Q. And do you recall what Mr. Buchanan said at that time?
A. Well, he said that we should organize in a union of our own.
Mr. Champion. If the Trial Examiner please, I want to object to this as being in a period of time previous to the effective date of the Wagner Act.
Trial Examiner Myers. Very well, and for the reasons stated yesterday, I will overrule the objection. It will be admitted as background.

By Mr. Rosell:

Q. Can you state anything further?
A. No.
215 Q. What happened after that meeting?
A. Well, they started in talking then about organizing the K. E. A. and they started talking it up and they formed the K. E. A. at that time, after that.
Q. And were employees signed up into membership?

BLEED THROUGH – POOR COPY

A. Yes, there was.

Q. And where did the signing up take place of those employees?

A. Well, most any place. Wherever they happened to find you.

Q. Was any of it done, that you saw, in the plant?

A. Yes, in the K. E. A. I signed up in the plant.

Q. Yourself?

A. Yes, sir.

Q. Do you know who signed you up?

A. No, I don't.

Q. Did you ever attend any meetings of the K. E. A. that were held after that?

A. Yes, I did.

Q. And did you attend as a member or as a member of the general committee?

A. I just attended as a member.

Q. And where would these meetings take place?

A. In a room above the galvanizing department office.

Q. And was this during working hours?

A. Well, yes.

216 Q. Well——

A. Well, I never—we would always come from home when we did, but it was held during working hours.

Q. Well, now, did you ever attend any meetings that were held during working hours?

A. No, I did not.

Q. Did you attend any meetings when you came from home to attend the meetings?

A. Yes.

Q. And were you paid for attendance at that meeting?

A. Yes.

Q. By whom were you paid?

A. It come added to our pay check.

Q. Now, when you came from home to go to those meetings, what did you do to indicate you attended the meeting, if anything?

A. We got a pink time card at the gate office, took it in with us, and punched it in, and after the meeting, we punched it back out again and turned it in to the gate office.

Q. Was that the same color as your regular time card?

A. No.

Q. What was the color of your regular time card?

A. It was just a plain card, that is, light in color.

Q. White?

A. White.

217 By Trial Examiner MYERS:

Q. What kind of meetings were these?

A. Well, these was department meetings, that I attended.

By Mr. ROSELL:

Q. Now, how much were paid for attendance at these meetings?

A. Fifty cents an hour.

Q. Do you recall when the K. E. A. was dissolved?

A. Yes.

Q. About when was that?

A. In 1937, I believe.

Q. Do you know what month?

A. No, sir, I don't. I cannot recall just what month it was. It was at the time when the Supreme Court made the ruling that the company unions would be held unconstitutional, I guess it was.

Q. Do you know how soon afterwards the Alliance was formed?

A. I don't know just exactly, but it was a short time. It was not very long.

Q. How short a time or how long a time? A month or a week?

A. Oh, I imagine, to the best of my knowledge, about two weeks.

By Trial Examiner MYERS:

Q. Which came first, the decision of the Supreme Court or the dissolution of the K. E. A. and the formation of the Alliance?

218 A. The ruling of the Supreme Court came first.

By Mr. ROSELL:

Q. Now, after the Alliance was formed, were the employees signed up in the Alliance?

A. Yes, they started signing up in the Alliance.

Q. And when was that done, if you know?

A. Well, some of it was done on the job. I was signed up in the hall.

BLEED THROUGH – POOR COPY

Q. Did you see some of it on the job?

A. Yes, I did.

Q. At the time the K. E. A. was dissolved, did you see any notices from the company advising the employees that the K. E. A. was dissolved?

A. No, sir, I did not.

Q. Did you join the C.I.O. when it started to organize there?

A. Shortly afterwards; yes.

Q. And when about was that that you joined?

A. It was in August 1942. I have my union card here. Would it be all right to look it up? I can tell the exact date.

Q. If you wish.

A. (Examining document.) No; it was in July 9, 1943.

Q. Was that 1943, last July?

A. Yes. Well, let me see. That would be——

Q. This is 1944.

219 A. Yes, July 9, 1943, was when I joined.

Q. Mr. Schoon, have you ever seen any tickets or articles sold around your department in the plant?

A. No, I did not.

Q. Pardon?

A. Yes, I did. I seen tickets for a stag they had once, just one time.

Q. And who sold those?

A. Ray Evans, from the millwright department.

Q. Does he work in your department?

A. No, he works for the millwrights.

Q. Was that sold throughout your department?

A. Yes, sir. Well, he was in our department selling the tickets.

By Trial Examiner MYERS:

Q. Who did you say was running this stag?

A. Why, Ray Evans was selling the tickets; the I. S. W. A. was holding the stag.

Q. When was this?

Mr. ROSELL. Pardon me?

Trial Examiner MYERS. When was this?

The WITNESS. I don't just remember when it was.

By Trial Examiner MYERS:

Q. What year was it?

A. I don't remember that.

By Mr. Rosell:

Q. Do you know how many years ago, about
220 this was?

A. Oh, I imagine it was about five years ago, somewhere around there, to the best of my knowledge. I would not know exactly.

Q. Do you know Mr. Perry Sutherland?

A. Yes, I do.

Q. What is his job?

A. He is a foreman in the machine shop.

Q. Do you know Mr. Earl Lowman?

A. Yes, sir.

Q. Did you have occasion to meet them, or have any conversation with them?

A. I did.

Q. When was that?

A. I forget the date.

Q. How long ago?

A. It was about a year ago.

Trial Examiner Myers. Just a moment. Off the record.

(Discussion off the record.)

Trial Examiner Myers. On the record.

Mr. Rosell. Can I have the last question read, please?

(Record read.)

By Mr. Rosell:

Q. Where did this conversation take place?

A. In the machine shop.

Q. What was said or done when you came in?

221 A. Well, I come in the machine shop for the purpose of grinding a reel stand, and as I walked in there, I asked permission from Perry Sutherland as to whether I could use his grinder to grind the stand, and I wore a steward's button on my cap.

Q. What kind of a steward's button?

A. A C.I.O. steward's button, and Earl Lowman spoke up to me.

Q. Where was he?

A. Earl Lowman, he is the——

Q. I say, where was he?

A. In the machine shop. And he told Perry, he says,

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"Yes, let him have it, let him use it," and he nodded toward my steward's button, and Perry Sutherland said then, "Yes, we will give you anything we have got in the plant or in the shop," and Earl Lowman says, "Imagine Gus doing anything like that,"—meaning me, they call me Gus for short down there—he said, "Imagine Gus doing anything like that." Perry says, "Yes, I can't figure him out." That is about all that took place outside of him telling me that I could go ahead and use his grinder.

Q. Do you know Mr. Michaelson in your department?

A. Yes, I do.

Q. Do you know Lee Forbes?

A. Yes, sir.

222 Q. And Mr. Slusher?

A. Yes, sir.

Q. Are they employees in that department?

A. They are.

Q. Are they Alliance committee men?

A. They are.

Q. And they have been in the past?

A. They have been, yes.

Q. Have you ever seen them soliciting and signing employees for membership in the Alliance?

A. Yes.

Mr. CHAMPION. I object to that now as an improper question.

Trial Examiner MYERS. I will sustain the objection and the answer will be stricken.

Mr. ROSELL. Pardon me, I did not hear that.

Trial Examiner MYERS. I sustained the objection and ruled that the answer be stricken.

By Mr. ROSELL:

Q. Have you ever seen any solicitation of employees during working hours, to join a union?

Mr. CHAMPION. I object to that.

Trial Examiner MYERS. The objection is overruled.

The WITNESS. Yes, I did.

By Mr. ROSELL:

Q. Who did you see do it, and when?

A. I seen John Michaelson sign up a man out of the

barbed wire, I don't know what his name was, I did
223 not find it out. I don't know on what date now it was.

Q. How long ago?

A. That has been, oh, I imagine that was about in March of 1943, somewheres around there.

225 By Mr. Rosell:

Q. Were you expelled from the Alliance?

A. Yes, sir.

Q. How were you informed of your expulsion?

A. By letter from Bruce Hogue.

Q. Where did you get this letter?

A. I got it through the inter-plant mail.

233 Robert Liescheidt was called as a witness by and on behalf of the National Labor Relations Board, having been first duly sworn, was examined and testified as follows:

Direct examination by Trial Examiner Myers:

Q. What is your name?

A. Robert Liescheidt.

Q. How do you spell your last name?

A. L-i-e-s-c-h-e-i-d-t.

Q. And where do you live, Mr. Liescheidt?

A. Pekin, Illinois.

Trial Examiner Myers. You may be seated. Mr. Rosell, you may proceed.

By Mr. Rosell:

Q. Where do you work?

234 A. Keystone.

Q. How long have you worked there?

A. About a year and a month.

Q. You started there after you were discharged from the Army, is that right?

A. No, I started there, Mr. Rosell, it was about March 26, 1943.

Q. 1943?

A. Yes.

Q. Were you a member of the Alliance?

A. Yes, I was.

Q. Until when?

A. I could not say, Mr. Rosell, what date it was.

Trial Examiner Myers. You will have to talk a little louder.

By Mr. Rosell:

Q. You will have to speak up louder.

A. I could not say what date that was when I quit, Mr. Rosell.

Q. What year was it? Do you know what year it was?

A. It was in February, I think.

Q. Of this year?

A. Yes.

Q. Do you know Mr. Lee Forbes?

A. Yes, I do.

Q. Who is he?

235 A. He is a committee man of the I. S. W. A.

Q. In where?

A. In the galvanizing department.

Q. Is that where you work?

A. Yes, sir.

Q. Now, after you quit the Alliance, did you have a conversation with Forbes?

A. I was working on one of the frames and he came over there and he said, he told me he was going to do all the dirty work he could.

Q. How long after you quit the Alliance was that?

A. Just a day after that.

Q. Now, that same day—strike that.

Did you have a conversation with Superintendent Moritz?

A. Yes, I did.

Q. When was that, in relation to this conversation with Forbes?

A. The day that Forbes come up to me.

Q. Who sent you to see Mr. Moritz?

A. The boss, my boss took me up there to Mr. Moritz' office.

Q. Who was that.

A. Oran Byrne.

Q. Into Mr. Moritz' office?

A. Yes.

236 Q. What did Mr. Moritz say to you?

A. He said, "I hear you are putting the C.I.O. stickers up and passing these pamphlets out."

Q. What did you tell him?

A. I told him that I did not have any of them on me to put up.

Q. And was there anything else said?

A. That is all I can remember right now.

Q. You don't recall anything further?

A. No.

Q. Your memory is exhausted on that, is it? I mean, you cannot remember any more about that?

A. No.

Q. Well, did Mr. Moritz say anything to you about passing out literature?

A. Yes, he said that he heard that I was doing it. He said something that I was putting out—he heard that I was putting pamphlets and that out.

Q. Did he say anything about the company rules, about that?

A. Oh, he said it was not supposed to be put out in the company or around in the plant.

Q. Was there anything said about the—strike that.

Did Mr. Moritz ask you anything about a union?

A. He didn't ask me.

Q. Pardon?

237 A. He didn't ask me anything about that.

Q. What did he ask you about?

A. He didn't, oh, I don't recall what that was, Mr. Rosell. I can't recall. I don't remember any more than that.

Q. Was there anything said about whether you belonged to any union?

A. No, only that one day I was over in the machine shop.

Q. At the time you saw Mr. Moritz in his office, however, did you say anything, whether you belonged to any union?

Mr. Champion. Mr. Examiner, I realize that this is an informal procedure, that the procedure is informal here, but I don't believe that it is fair that questions be put in the witness' mouth, I mean specific questions. Why can't the questions be asked as to definite conversations and what was said? I believe that is a fair way to approach the matter.

Trial Examiner Myers. I will sustain the objection.

Mr. CHAMPION. I have purposely refrained from objecting, because of the informal procedure, but we do get to a point where I think there has to be a line drawn.

By Trial Examiner MYERS:

Q. You are talking about a conversation you had in the machine shop, did you say?

A. Yes.

Q. With whom was that conversation?

A. Mr. Moritz. I walked into one of the offices, Mr. Perry Sutherland's office, and Mr. Moritz asked, he
238 said, "Hello, Bob, how are you and the C.I.O. coming?" I said that I did not belong to no union at all yet.

Q. When was this conversation?

A. It was—I don't recall—what day was it, Mr. Rosell?

Mr. ROSELL. You are the one who is testifying.

Trial Examiner MYERS. What?

The WITNESS. There was one morning I went over there to take some rollers, sir.

By Trial Examiner MYERS:

Q. Well, was it before the time you spoke to him in the office, or after?

A. A couple of days after that.

239 EARL KELLEY was called as a witness by and on behalf of the National Labor Relations Board, having been first duly sworn, was examined and testified as follows:

Direct examination by Trial Examiner MYERS:

Q. What is your name?

A. Earl Kelley.

Q. How do you spell your last name?

A. K-e-l-l-e-y.

Q. Where do you live, Mr. Kelley?

A. Route 3, Peoria.

Trial Examiner MYERS. You may be seated, sir. You may proceed, Mr. Rosell.

By Mr. ROSELL:

Q. Where are you employed, Mr. Kelley?

A. Caterpillar.

By Trial Examiner Myers:

Q. What is the name of that company?

240 A. Caterpillar Tractor Company.

By Mr. Rosell:

Q. Did you ever work for the Keystone Steel and Wire Company?

A. I did.

Q. When did you start to work there, about?

A. 1934, April 27.

Q. And when were you last employed there?

A. It was pretty close to January 15.

Q. Of what year?

A. 1944.

Q. This year?

A. Yes.

Q. Did you join the C. I. O. after it became organized out at the Keystone Plant?

A. That is right.

Q. Were you active?

A. Well, moderately.

Q. Were you a member of any of the C. I. O. committees?

A. No, the only committee I was on, I went to Chicago on war production, that is the only committee I was on.

Q. When you took that trip, were there any leaflets distributed?

A. A paper came out.

Q. And was there any picture in the paper?

A. Yes, my picture was there. Three or four of us.

241 By Trial Examiner Myers:

Q. In what paper was that?

A. C. I. O.

By Mr. Rosell:

Q. Did you sign employees to join the C. I. O.?

A. I don't get that.

Q. Did you ask employees of the Keystone to join the C. I. O. when you worked there?

A. I had cards in my locker and if anyone wanted a card, I would give it to them.

Q. Did you do that during working hours?

A. No, that was before I went in, before I went to work, before starting time.

Q. Were you ever a member of the Alliance?

A. Yes, sir.

Q. Did you resign from the Alliance?

Q. Well, they informed me, the I. S. W. A., I think that is what they call it.

Q. I say, the I. S. W. A., did you resign from the I. S. W. A.?

A. No, I got throwed out.

Q. Did you, at the time you were a member of the I. S. W. A.—at the time you were a member of the I. S. W. A., had you had your dues checked off to the I. S. W. A.?

A. I had them checked off, and then they stopped.

Q. Did you inform the company to stop it?

A. No.

242 Q. When was it stopped?

A. Do you mean the date?

Q. No, I mean——

A. I see. Well, I think Fred Liesch was the vice-president of the I. S. W. A., and after we came back from Chicago on this war production, that is the war production committee, our pictures came out in the paper, and he informed me in the toilet that I could not belong to two organizations, and therefore I was throwed out.

Q. Did you notify the company at that time?

A. No.

Q. What happened to your dues, to your dues' deduction?

A. The dues just did not come off any more.

By Trial Examiner Myers:

Q. Do you mean the company ceased deducting the dues from your salary?

A. That is right; that is right, yes, sir.

Q. That happened when?

A. Immediately after I came back from Chicago.

Q. The first pay day after that?

A. I think it was the first pay; it may have been the second, but I don't think they checked any off at all. I am almost positive of that.

By Mr. Rosell:

Q. Do you know Mr. Al Sommer?

A. Yes, sir, I do.

Q. Who is he?

243 A. He is the steel plant superintendent.

Q. In December of 1943, did you have a conversation with him?

A. I think several.

Q. Well, tell us about when was the first conversation?

A. Well, let me see. I am not exact on them dates. I think it was about December 7, or the first part of December, I will put it that way.

Q. What year?

A. 1942.

Q. Where did the conversation take place?

A. In the steel plant office.

By Trial Examiner Myers:

Q. Did you say this took place in 1942?

A. 1942, I think that is right.

Q. A little over a year ago?

A. That is about right.

By Mr. Rosell:

Q. And what did you say to Mr. Sommer, and what did he say to you?

A. Well, I came into the office and I sat down. Mr. Hermann was there.

Q. Who is Mr. Hermann?

A. He is the reel mill superintendent.

Mr. Champion. Will you keep your voice up, please?

The Witness. He is the reel mill superintendent.

244 Mr. Champion. It is so hard to hear in here, on account of the noise from the outside.

The Witness. He handed me a yellow book.

By Mr. Rosell:

Q. Who did?

A. Mr. Sommer.

Q. Was that the company's labor relations policy booklet?

A. That is right—and he turned to the page, I don't

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remember just exactly what page it was, but he asked me if I had violated any of those rules, those laws, and there were several there about stealing, and I told him, well, that I had probably taken a bolt for my washing machine and I would do that whether he was looking or not, and he said that was all right. Then he came to a place there about fighting and I told him I thought I had had a couple of scuffles there, and he said he was informed I was soliciting on company property and that I was a so-called trouble maker, and I told him the only soliciting I did was the soliciting, that I had cards for in my locker, and if anybody wanted a card, I would give it to him.

Q. What kind of a card do you refer to?

A. The C. I. O. cards—and he said, "Didn't you try to sign Pete Fisher up this morning, in the toilet?"

It struck me kind of funny. I could not recall for a moment just what he was talking about, and then I happened to think that there was something had
245 come out in the paper, the regular newspaper, a couple of fellows was in there——

Q. Just tell us what was said.

A. Well, I have to go on about this in order to get to that. They were discussing something about the paper——

By Trial Examiner Myers:

Q. Who was discussing?

A. A couple of employees in there with us.

Q. In the men's rest room?

A. That is right—something about the C. I. O. headline or something. I don't recall just what it was. I said to Fisher, "Did the C. I. O. sign you up yet, Pete?"

By Mr. Rosell:

Q. Who was Pete Fisher?

A. He was foreman of the carpenter shop, and naturally I knew he was a foreman and that nobody would try to sign him up. He was just a kidder, and I thought I would kid him back. He told——

Q. You don't know who he told?

A. No.

Trial Examiner Myers. Let us get back to the conversation you had in his office.

The Witness. He said, "You tried to sign Pete Fisher

up." I said, "The only thing I said to him was, 'has the C. I. O. signed you up yet, Pete?' "

By Mr. Rosell:

Q. Did you tell him you were kidding?

A. I told him I was just kidding.

Mr. McGrath. I object to the suggestion by counsel.

246 Trial Examiner Myers. I will sustain the objection.

By Trial Examiner Myers:

Q. Will you please tell us about this conversation, from the beginning to the end, and then tell us about anything else?

A. Well, they handed me this yellow booklet, and then he asked me, I guess a dozen times, if I had been soliciting on company property. I told him several times about the cards in my locker.

Q. Did he say soliciting for what?

A. No.

Q. All right, go ahead.

A. I told him I was willing to live up to all the Federal and state labor laws, and that is when he informed me that that was their law, this little yellow book. I asked him if this was Germany or the United States, that a fellow could not talk or have a card, or something like that. It has been quite a long time. I just don't recall everything that was said. He said that I would have to stop taking cards out of my locker and stop soliciting or even giving out cards, or I would be discharged.

By Trial Examiner Myers:

Q. What about this Fisher incident? Tell us about that.

A. The next day——

Q. I mean, during this conversation?

A. Well, they just accused me of trying to sign up a foreman.

247 Q. What did you say?

A. I denied it.

Q. Did you tell him the conversation you had with Fisher?

A. That is right.

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Q. Tell us what you told Mr. Sommer.

A. I told him I was just kidding him, and I asked him if the C. I. O. signed him up. I did not say I was going to sign him up. I said, "Has the C.I.O. signed him up yet?" That is all there was to it.

Q. What did Mr. Sommer say before you left the meeting or the conference or the talk?

A. They told me that I could not—no place on company property, have cards, or give them out.

Mr. Rosell. Are you through, Mr. Examiner?

Trial Examiner Myers. Yes.

By Mr. Rosell:

Q. That same month, did you have a conversation with Mr. Hermann, Bill Hermann?

A. That is right, I did.

Q. Where?

A. In the shear house. That is the place I work.

Q. What did you say to him?

A. He came in there——

By Trial Examiner Myers:

Q. Was this conversation before the one you had with Mr. Sommer, or after?

A. No, it was a day after, a day or two after.
248 I would say about the 8th or 9th, somewhere along in there.

Q. Of February, 1942?

A. That is right. I am getting a little bit ahead of my story.

In the previous conversation the- accused me of having a couple of fights there, and I told them that I was called a very violent name by an employee, and the foreman grabbed ahold of me, and I shook the foreman off——

By Mr. Rosell:

Q. Who did you tell this to?

A. Mr. Sommer.

Q. You mean in this previous conversation?

A. That is right, and naturally I was sort of burned up about bringing up something that happened eight and a half years previous to this.

Q. Then tell us what you were thinking.

A. Well, Mr. Hermann came through, and I said, "Bill,

what burned me up was you digging up old graveyards, something that happened eight or nine years ago." He said, "What are you talking about?" I said, "That scrap with that fellow happened about eight and a half years ago." He was the heater foreman. Then he said, "My God, I thought that just happened recently." I said nothing, and with that he departed.

Q. Was anything further said at that time?

A. No, sir.

Q. That same month, did you have any further conversation with Mr. Hermann, in his office?

249 A. That is right, I did. I do not recall the date, the middle of the month or something like that.

Q. What was said then by you and Mr. Hermann?

A. I was called by telephone and was told to report to Mr. Hermann's office.

Mr. CHAMPION. When was that?

Mr. ROSELL. December, 1942, the same month, I said.

The WITNESS. And he asked me—he said he had been informed that I had been soliciting on company property. He said, "Did you or didn't you?" I said that I didn't. He said, "That is all I want to know," and we parted.

By Mr. ROSELL:

Q. Did you go back to work?

A. Yes.

Q. Now, after that conversation with Mr. Hermann, did you have any conversation with Mr. Brown?

A. R. W. Brown, I think it is, that is our foreman, he came down to the shear house.

Q. When was this?

A. I don't know.

Q. In relation with your conversation with Hermann, in the office?

A. That was a day after, it was a day or two, or maybe a week afterward. It was after that, anyway. He came into the shear house, and he said, "Kelley, you are going to have to be awful careful around here and be

250 awful accurate with your work," and I said, "Hell, that is all I ever have done, is to do the best I could, and the best work possible." With that he turned around and went back to the mill.

Q. Were you called in Mr. Sommer's office after that conversation with Mr. Brown?

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A. That is right.

Q. Was it the same month, December, 1942?

A. It was the latter part of the month.

Q. And who was in the office when you got there?

A. Mr. Hermann and Mr. Sommer.

Q. And what was said by you, Mr. Hermann and Mr. Sommer?

A. Well, that was about the 24th of December I was discharged.

Q. What happened?

A. Well, I went back home. I came down to the gate office to get my pass, and the gate office man told me that I had better read this letter before I go in.

Q. Did he give you a letter?

A. Yes.

Q. What did the letter say?

A. The letter said that I had been soliciting on company property and they would have to leave me go, discharged.

Q. Who had signed the letter?

A. William Hermann. I went back home and I called Mr. Hermann about 9:30 or 9:00 o'clock, I guess it was, about 9:00 o'clock.

251 Q. Nine o'clock in the morning?

A. That is right—the same morning—and I called him and I said, "Mr. Hermann, I got my little surprise party this morning." He said, "There is no use talking about it." I said I thought there was, I thought that I had been done an injustice, and I said, "I don't know what it is all about unless this King," this J. B. King that was one of the scuffles I had reference to previously, that we had a little scuffle, and it might be that, but I said, "He has been going to quit for the last couple of weeks," I said, "and he might want to take me along." He said, "Is that so?" I said, "Yes." He said, "Will you come down here," and I said, "Yes."

Q. Did you go down there?

A. Yes, sir, I went to the gate office and there was a military policeman who escorted King and I into the steel plant office.

By Trial Examiner Myers:

Q. Who is King?

A. A fellow employed down there. We went to the office, the both of us, and in there were Mr. Sommer and Mr. Hermann.

By Mr. Rossell:

Q. What was said, and by whom?

A. Mr. Sommer asked King, "Did Kelley give you a card to sign?" King said, "Yes."

Q. Did he say what kind of a card?

A. No. He asked him several times and he wanted to know if I had, and I said, "No." He wanted to
252 know, "Where did he give you the card?" He said, "At the inch and three-quarter shear house."

Q. Who said this?

A. King said, "He gave me the card at the inch and three-quarter shear house."

By Trial Examiner Myers:

Q. Gave you the card or gave him the card?

A. That is where he claimed that I gave him the card. So I said, "King, when you came to the shear house, what was I doing?" I said, "Wasn't I sitting on my chair,"—we call it a stool—"cutting up an ingot, a bar?" He said, "That is right," that I was. He claimed that I give it to him at the desk.

By Mr. Rossell:

Q. Is that what he said?

A. Yes.

Q. Just tell us what was said?

A. I said, "I was at the stool," and he said, "That is right." I said, "You come in after a change?" He said, "Yes." I said, "How far is it from the stool to the desk? Isn't it about eight or nine feet," and he said, "Yes."

Q. Who said that?

A. King.

Trial Examiner Myers. Let him alone. He will get there, if you just leave him alone.

253 The Witness. And he admitted that it was about eight or nine feet. I said, "There was no delay on the mill, that we only got three and a half minutes, about, to cut up that bar," and I said, "You can look that up on the sheet. I never shut down the mill, so I

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could not take much time to sign anybody up. Sommer said that was right, that he could check up on it and King admitted that it was just that far, and I said, "How could I be at my work and at that desk at the same time?" I said, "Now, wasn't I sitting in the stool when you come in and picked up the card, and you said, 'I wouldn't sign that', and you threw it down on the desk and turned around and walked out?" He said, "Yes, it was laying on the desk."

Q. Was there anything further said at that time?

A. No.

By Trial Examiner Myers:

Q. Well, somebody must have said something.

A. Oh, you mean in the office there?

Q. Yes.

A. Well, they said about fifteen or twenty times didn't I sign anyone, always that same conversation, over and over and over again. I denied it and he finally admitted, at least, that it was laying on the desk. I started to get up and leave once and they said, I don't recall, but I think they told me to sit back down.

254 Q. Who?

A. Sommer. And I asked him if they had any trouble with me previous. I told them that everything I seemed to do around here at this time was amplified. I asked if my work was satisfactory and he said, "Yes, Kelley, your work is very good. We have no kicks on your work." I said, "Everything I do seems to be a mountain out of a mole hill," or in other words, I had to be awfully careful what I did, or they made something out of it.

Q. How did this meeting break up?

A. I asked him if I had a job at Keystone still, and he said, yes, but they wanted that discharge letter. I told him I did not have it. He said, "What is that in your coat pocket?" I said, "That is some bills." He said, "Look good." It was right here in my coat pocket (indicating), and finally I give it to him.

By Mr. Rosell:

Q. You gave him what?

A. The letter saying I was discharged that morning.

Q. You did have it?
A. Yes.
Q. And you gave it to him?
A. Yes.
Q. Did he keep it?
A. That is right.
Q. Then what happened?
255 A. Then is when I asked if I had a job there, or didn't I, and they said, "Why, sure."
Q. Did you go back to work?
A. Yes, sir.

By Trial Examiner MYERS:

Q. Did this happen on December 24, 1942?
A. That is right, because it was the day before Christmas.

LOWELL DEFRANCE was called as a witness by and on behalf of the National Labor Relations Board, having
256 been first duly sworn, was examined and testified as follows:

Direct examination by Trial Examiner MYERS:

Q. What is your name?
A. Lowell DeFrance.
Q. How do you spell your first name?
A. L-o-w-e-l-l.
Q. How do you spell your last name?
A. D-e F-r-a-n-c-e.
Q. Where do you live, Mr. DeFrance?
A. 912 Milden, Peoria.
Trial Examiner MYERS. You may be seated, sir. You may proceed, Mr. Rosell.

By Mr. ROSELL:

Q. Were you ever employed by the Keystone Steel & Wire Company?
A. Yes, sir.
Q. And when were you last employed there?
A. I believe it was the 29th day of July, the last Saturday in July, I believe.
Q. Of what year?
A. 1943.
Q. And were you laid off at that time?
A. Yes, sir.

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257 By Mr. Rosell:

Q. After you were laid off, did you have a conversation with Mr. Moritz, the superintendent?

A. Yes, I did.

Q. Where did you have that conversation?

A. Just outside of the gate, by the employment office.

Q. How long after you were laid off?

A. It was on a Monday morning.

A. Well, from Saturday to Monday.

258 By Mr. Rosell:

Q. Will you tell us what Mr. Moritz said and what you said, in that conversation?

A. Well, I come down there to find out——

Q. Just tell us what you said.

Trial Examiner Myers. By the way, I will overrule that objection that Mr. McGrath made, Mr. McGrath's objection. Go ahead.

The Witness. I come down there to find out why I was laid off and I was informed beforehand to go to the office with a pink slip, and I did not know what to do about it, and I did not like the idea of being laid off, from my record I had there, so I had to see Mr. Moritz to find out why. So he——

By Mr. Rosell:

Q. And what did he say?

A. So he said he would check into it and find out why I was laid off, that he would have to get the other
259 side of the story. We talked there a while about it, and all he said was that he did not know what he could do about it, that the cards were stacked against me, and he just had to get this fellow that laid me off down there, get his answer and find out why he laid me off.

Q. What else was said?

A. So we talked there a little while——

Q. What was said while you were talking?

A. He said for me to come back the next day. So I come back the next day and he wasn't in his office yet, and they wouldn't let me go down in the plant, so I waited out there for him in the same place again.

Q. Did you see him?

A. I seen him then.

Q. Did you speak to him?

A. I did.

Q. What did he say and what did you say at that time?

A. Well, he said that he didn't see how he could put me to work the way that things was in there, from what he heard. He said that he didn't talk to all of them yet, that he was busy and could not get around to it, that the fellows were working on different shifts there and all, and he had to get some of the other side, as to why I was canned, and all.

261 Q. Is this all what you were telling Mr. Moritz?

A. I told him how I was canned—and——

Q. Then what?

A. He said, "Well, I will have to find out more about it," and he said, "I just can't put you back in there the way the things are right now."

Q. Then what was said?

A. I said, "Well, I was going off this job on the other job," and he said, "That is right, you did get off this job, and this is your last job there. That is a shame." I said, "Well, I don't feel like going in there." I mentioned the machines I worked on before, I went down there.

Q. What machines were those?

A. They were a fine wire machine. All the way I have run them at different speeds, from 700 to 1600——

Q. What else was said?

A. So he said, yes, that is right. He said, "Them machines," he said, "of course, they are taking them all out." At the time, they were all loosened from the floor.

262 Q. Just tell us what was said.

Trial Examiner Myers. Just let him alone.

The Witness. They were setting there yet on the floor, but the rest of them they took over to Indiana, to Crawfordville, and he said, "Well," he says, "Maybe I can fix up a job for you there."

By Mr. Rosell:

Q. Where?

A. At Crawfordville, the Mid-States over there, the Mid-States Steel & Wire Company.

He said, "I am going over there,"—I don't recall if it was the next day or day after, it was shortly thereafter,

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and he said, "I will find out about fixing a job over there for you," which he went over and he come back.

By Trial Examiner MYERS:

Q. Wait a minute. Have you told everything that took place in this conversation?

A. Yes, sir.

Q. Nothing else was said?

A. Well, he just told me that he was going over there and he would talk with Ed Bergen.

Q. He did not tell you that before he went there, did he?

A. Yes—no, oh; yes, before he went.

Q. You told us everything that took place in the second conversation, is that right?

A. In which?

Q. In the second conversation?

263 A. Yes, this is the second time that I met him there. So——

Q. Wait a minute now. There is no question.

By Mr. ROSELL:

Q. What else did he say with reference to getting you a job, if anything, at Mid-States?

A. Well, all he said was that he would go over there and talk with Ed Bergen and one of the Sommer's boys over there, I cannot recall his first name now. He is the regular manager or the superintendent, I guess he was the regular business manager over there, so he said that he would go over there and talk with them too and see if he could fix a job up for me over there, and that he would be back in a day or two, I forget which day it was now, I can't recall that.

So he told me to meet him there or to call him up, one or the other——

Q. Meet him where?

A. (Continuing.) Or he would call me up——

Q. Meet him where?

A. Call him up and come down to his office there—he would let me know what to do. So I waited there one day, and I didn't know if I waited too long or not, so I just took it into my head and called up to find out if he was back yet and he was and he told me to come down there and see Ed Bergen, that he had been there on his vacation and he would tell me about this job.

Q. Did you see Ed Bergen?

264 A. Yes, I seen Ed, I believe it was the following week that I was laid off, I believe he was there on his vacation.

Q. Where?

A. At Bartonville.

Q. And who is Ed Bergen?

A. Well, he is general foreman of the drawing room at Mid-States Steel & Wire Company.

Q. And is the Mid-States Steel & Wire Company connected with Keystone, if you know?

A. It was my understanding it was connected with Keystone.

Q. Where did you meet Ed Bergen, if you did?

A. Well I went out to his mother-in-law's, that is where they were staying, spending their vacation there.

Q. Did you have a conversation with him?

A. Yes, sir.

Q. Who was present?

A. Well, he was there and I met Mr. Bergen and his wife came to the door afterwards to see who was out there, after I drove up there, and he introduced me to his wife, and she went back in the house—it was mealtime there, suppertime, so he came out and sat there and talked with me and told me that Mr. Moritz was over to see him and said that he had a place over there for me at Mid-States there.

Q. What else was said? Did he say anything, or did you say anything?

265 A. Well, he told me that he had a job over there, that it was not like the one I had, and it was a hand strip job, that was not like the jobs at the Keystone, that I would have to give up my seniority that I had there, and I would have to start at the bottom at Mid-States and work up, the same as a new man would, that I could not come over there with the same seniority I had at Keystone, and I agreed to it, that I would start there, as far as that goes, which I did.

Q. Was there anything else said in that conversation?

A. Well, he says—he worked with me there at Keystone, when he was formerly employed there—and he says that he didn't know nothing about me at the time, that he knew that I was all right, but that he heard I was implicated

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in this other union, the C.I.O., and he said that he didn't want nothing like that over there.

Q. Over where?

A. He didn't want me to come over there and talk with the men and try to organize over there, or say anything to them, to get myself in the same "Dutch" as I did at the Keystone. He told me that he was on his vacation, and he was off of the company's time, and he could talk whatever he wanted to, and he took that opportunity to tell me that, and talk with me then, telling me that he was not working at the time, that he was on his vacation.

Q. Did you go to Crawfordsville?

266 A. Yes, I did.

Q. Did you work there?

A. Yes, I did.

Q. How long?

A. I believe it was around three weeks.

Q. And then what did you do?

A. Well, I come back here to Peoria. I quit over there, just walked out on the job, there wasn't——

Q. Well, that is all. You quit. You quit, did you, of your own volition?

A. That is right.

267 CLYDE WILLIAM MILAM was called as a witness by and on behalf of the National Labor Relations Board, having been first duly sworn, was examined and testified as follows:

Direct examination by Trial Examiner MYERS:

Q. What is your name?

A. Clyde William Milam.

Q. How do you spell your last name?

A. Milam, M-i-l-a-m.

Q. Where do you live, Mr. Milam?

A. Bartonville, C.M.R. 83.

Trial Examiner MYERS. You may be seated, sir. You may proceed, Mr. Rosell.

By Mr. ROSELL:

Q. Where do you work?

A. Keystone Steel & Wire Company.

Q. How long have you worked there?

A. Ten years and a half.

Q. Did you join the C.I.O. Union?
A. I did.
Q. At Keystone?
A. Yes, sir.
Q. Do you know Mr. Emil Hoffman?
A. I do.
Q. Who is he?
A. He is a former foreman of the fence department.

268 Q. Did you have any conversation with him pertaining to the C.I.O.?
A. He asked me if I would join the C.I.O.
Q. What did you say?
A. I said that I had been well converted.
Q. What words did he use? Is that the exact words he used?
A. Well, he asked me if I was "sucked in" yet.
Q. Sucked in yet to what?
A. Into the C.I.O.
Q. And your answer was what?
A. "I am pretty well converted."
Q. Where was this?
A. In his office.
Q. When?
A. Approximately two years ago.
Q. Do you still belong to the I. S. W. A.?
A. No, sir.
Q. Did you quit or were you thrown out?
A. When did I quit the I. S. W. A.?
Q. Yes.
A. About two years ago.
Q. Now, did you have a conversation with Superintendent Moritz in July or August of 1943?
A. I did.

Q. Where was that?

269 A. In his office.

Q. Tell us what you said, and what Mr. Moritz said.

By Trial Examiner Myers:

Q. How did you happen to be in his office?
A. I asked for an appointment.

By Mr. Rosell:

Q. What did you say to Mr. Moritz, and what did he say to you?

A. I went in to ask why I had not been advanced in ten years, that I was working as a helper on a fence machine, and I wanted to know why I could not be advanced after ten years of helping.

Q. What did Mr. Moritz say?

A. He said that he understood that I did not have any representation.

Q. What did you say?

A. I said, "If you mean I don't belong to the I. S. W. A., that is right."

Q. Did you say anything else?

A. I said that I would stand on my record at Keystone. I did not have to have the I. S. W. A. to represent me, that I would stand on my record.

Q. What else was said?

A. He informed me I had a good record at the Keystone.

Q. What else was said?

A. I told him that I belonged to the C.I.O.

270 Q. What is that?

A. I belonged to the C.I.O.

Q. Who said that?

A. I did.

By Trial Examiner Myers:

Q. Will you tell us everything that was said, so that he does not have to ask you forty-two times what else was said? You tell the story.

A. Where shall I start?

Q. Tell us everything you remember that took place at that meeting.

A. From the beginning on?

Q. Yes.

A. I called for an appointment. He granted it. I went right in. He wanted to know what was on my mind.

I said, "After ten years of service at Keystone, why haven't I been advanced in my work?" Then immediately I was told that I did not have any, or he understood that I did not have any representation. I said, "Fine, I don't belong to the I. S. W. A., that is right; I belong

to the C.I.O." And I said that as far as that went, I would stand on my record at Keystone, and as I remember Mr. Moritz said what I had earned at Keystone as a helper, compared to what the operators earned, which was 20 per cent more money, that I had accomplished more dollar for dollar than they had. From there on, the results of the conversation were that he said
271 he would keep me in mind.

By Mr. ROSELL:

Q. Is that all that was said?

A. Yes.

Q. Did you leave his office?

A. I left.

Mr. ROSELL. That is all from this witness.

Trial Examiner MYERS. Do you have any questions, Mr. McGrath?

Mr. MCGRATH. Just one question.

Cross-examination by Mr. MCGRATH:

Q. Mr.—I did not get your name.

A. Clyde William Milam.

Q. Mr. Milam, at this conversation you had with Mr. Moritz, that you have testified to about, he told you that you had a right to belong to the I. S. W. A. or the C.I.O., or any union you wanted to, didn't he, that that did not affect your standing one way or the other?

A. I believe he did.

Q. Yes, and he said that he would keep you in mind, and see what could be done, and words to that effect?

A. He said he would keep me in mind.

Q. And you voluntarily—you told him you belonged to the C.I.O., wasn't that true?

A. Yes.

Q. And that was his reply?

272 A. Yes.

Q. You are nodding your head.

Trial Examiner MYERS. You will have to say "Yes."

The WITNESS. What was the question?

Trial Examiner MYERS. Mr. Reporter, will you please read the record?

(Record read.)

Mr. BAER. I have some questions, Mr. Examiner.

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By Mr. Barr:

Q. Did you belong to the Alliance prior to the time you joined the C.I.O.?

A. Yes, I did.

Q. And you joined the C.I.O. about the middle of 1942, did you not?

A. About there, yes.

Q. And during the first eight years that you worked at Keystone, did Alliance represent you, along with other employees that were members?

Trial Examiner Myers. Not the first eight years.

Mr. Barr. Sir?

Trial Examiner Myers. The first eight years?

Mr. Barr. Yes. He was there ten and one-half years. The last two years he has been a member of the C.I.O.

Trial Examiner Myers. Well, the Alliance was not in existence that long.

By Mr. Barr:

Q. Since 1937 then, with the Alliance?

273 The Alliance represented me from its existence.

Q. You were not elevated in your position during the time that you belonged to the Alliance, at any time, were you? You kept the same job?

A. I worked in the fence shop as a helper and I worked in the barbed wire department as an operator.

Q. When was that?

A. Well, I came out of barbed wire a year ago this month, and I had been in there about a year before I came out last May.

Q. Well, you fared just as well with the company during the time you were a member of the Alliance, as you did during the time you were a member of the C.I.O., isn't that right?

Mr. Rosell. I object to that.

Trial Examiner Myers. You mean there was no difference in treatment, is that what you mean?

Mr. Barr. Yes.

Trial Examiner Myers. I will overrule the objection.

The Witness. About two years ago, when the fence shop went down, Emil Hoffman, the foreman at that time of the fence department, said, "Milam, if you are wise, you will get out of the fence shop and get yourself a

different job in the plant." I said "Thank you." I went to work looking for a job.

I heard about a job to be open in the nail mill. I
274 went over to see Mr. Doe, and he was the foreman of the nail mill. He did not know what was going to take place.

So a day or so later, I heard about a job in the patenting department, so I went in and talked to Mr. Hoffman again.

He said, "I already have you on the list, with six or seven of the younger fellows, to go over there." He said, "You are the last man on the seniority list."

Naturally, I expected to be the first one to be laid off when the fence shop closed down. I said, "Well, I shall take it easy until that day comes." He said, "Yes."

When they day came, they started up at the top of the seniority list and went down thirteen, fourteen or fifteen men, so that left me without a job.

The fence shop completely shut down and later on in the day, I think it was the last day the shop worked, I was offered a job in the fabric department. I asked him what it was and he said, "Day labor, at day labor prices." I did not take it, simply because he had informed me that by the youngest man on the seniority list——

Q. And you were the youngest man, were you?

A. I was, and that I would be the first man out of the fence shop into the patenting department. It turned out to be just the opposite.

Q. Mr. Milam, your seniority status was in no
275 day affected, was it, after you advised Mr. Moritz that you had joined the C.I.O.?

A. Not that I know of.

Q. You were treated just as well after that as you had been before?

A. That is right.

279 Mr. Rosell. Before I proceed with any witnesses, Mr. Examiner, at this time I would like to submit to counsel the photostatic copies of Board's Exhibits 24, 25, 26, 27, 28, 29, 30, 31 and 32, inclusive, which represents the photostats of the bank's records. I have had these photostats made at the direction of the Trial Examiner, and in accordance with your instructions, Mr. Examiner, I am submitting them to counsel for their

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examination as to their correctness and I ask leave, if such documents are correct, of course, to have them accepted in evidence in lieu of the documents, the original documents, so that I may return them to Charles B. Ullrick, counsel for the Bartonville Bank, who is present at the present time.

280 Mr. BAER. We do not care to look at them, Mr. Examiner.

Mr. ROSELL. Mr. Champion——

Mr. BAER. Mr. Champion might care to look at them.

Mr. ROSELL. Here they are, Mr. Champion.

I have just submitted, Mr. Examiner, those documents, Board's Exhibits 24 to 32, inclusive, which I just described, to Mr. Champion and he has checked them.

Trial Examiner MYERS. Are those copies accurate copies?

Mr. CHAMPION. Yes. My position is that I am not raising any question about them being true and correct photostatic copies of the records of the bank.

Trial Examiner MYERS. Is that right? As far as you are concerned, you have no objection to the copies going in instead of the originals?

Mr. BAER. That is correct.

Trial Examiner MYERS. You may substitute the copies.

Mr. ROSELL. Thank you. At this time I am returning the originals, that is, Board's Exhibits 24 to 32, both inclusive, to Mr. Ullrick. Thank you, Mr. Ullrick.

(Documents handed to Mr. Ullrick.)

287 RAY NEWBURY was called as an adverse witness by the National Labor Relations Board and, having been first duly sworn, was examined and testified as follows:

Direct examination by Trial Examiner MYERS:

Q. What is your name?

A. Ray Newbury.

Q. Will you please spell your last name?

A. N-e-w-b-u-r-y.

Q. And where do you live, Mr. Newbury?

A. 716 North Monroe, Peoria.

Trial Examiner MYERS. You may be seated, sir. You may proceed, Mr. Rosell.

By Mr. Rosell:

Q. Mr. Newbury, where do you work?

A. Keystone Steel & Wire.

Q. And how long have you worked there?

A. Oh, about eight and one-half years.

290 By Mr. Rosell:

Q. Mr. Newbury——

A. Yes.

291 Q. (Continuing.) In the early part of 1942 did you have occasion to visit the offices of the CIO, United Farm Equipment and Metal Workers office in the Lehmann Building?

A. In the Lehmann Building?

Q. Yes.

A. No, sir.

Q. Or wherever their offices were located. I believe it was not in the Lehmann building at that time.

A. No, sir.

By Trial Examiner Myers:

Q. Did you ever visit the offices of the union?

A. Yes, sir.

Trial Examiner Myers. All right.

By Mr. Rosell:

Q. When was that?

A. It was not in the Lehmann Building.

By Trial Examiner Myers:

Q. It was in some building in Peoria?

A. Yes, sir.

Trial Examiner Myers. All right.

By Mr. Rosell:

Q. That was on Main Street, was it?

A. Main and Globe.

Q. And who did you see in the office there?

A. Who did I see?

Q. Yes.

A. I was introduced to a man by the name of Mr. Bailey.

292 Q. Did you speak to Mr. Bailey?

A. Yes, I spoke to him.

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Q. What was the conversation between you and Mr. Bailey?

A. I can not recall just what it was.

By Trial Examiner MYERS:

Q. Do you *you* know what the subject matter of the conversation was?

A. Sir?

Q. Do you know what the subject matter of the conversation was?

A. We were talking about the CIO.

By Mr. ROSELL:

Q. Well, tell us what you can remember of that conversation, will you, please?

A. Well, I wasn't there, but a very few minutes, and we were talking about how much of a majority it would take to have a CIO.

By Trial Examiner MYERS:

Q. Majority of what?

A. Of the employees.

By Mr. ROSELL:

Q. At the Keystone?

A. Yes, sir.

Q. You went in there yourself?

A. I was sent in there, yes.

Q. By whom were you sent?

A. I was sent in there by the employees.

Trial Examiner MYERS. What?

The WITNESS. By the employees in my department.

293 By Mr. ROSELL:

Q. And did you ask how many men it would be necessary to get a charter, a CIO charter?

A. Yes.

Q. Now, did he tell you, did Mr. Bailey tell you how many men it would be necessary to get?

A. I don't believe he told me, I don't think he told me, I don't remember him telling me.

Q. Now, after that conversation with Mr. Bailey, did you have a conversation a few days later with Mr. Sommer, the superintendent of the steel mill, pertaining to your visit in Mr. Bailey's office?

A. Yes, sir.
Q. How did you get to Mr. Sommer's office?
A. How did I get there?
Q. Yes.
A. Well, I was at work at the time and I was asked to come to his office.
Q. And when you got to the office who was there?
A. Mr. Al Sommer and Mr. Reyer, and Mr. James.
Q. That is Ed Reyer, R-e-y-e-r?
A. That is right.
Q. And what is his position there——
A. I believe——
Q. What was it at that time?
A. Mr. Reyer is the superintendent of the laboratory.
294 Q. What was said by you, Mr. Sommer or Mr. Reyer, if anything?
A. Well, Mr. Sommer wanted to talk to me, he said, and I said, "Go ahead," and he said, "Do you belong to the CIO?" I said, "No, I don't."
Q. Was that all that was said?
A. Well, Mr. James then said, "We do not tolerate that."

By Trial Examiner Myers:

Q. Who is Mr. James?
A. He is a day foreman there on the rod dock.
Q. Do you know his first name?
A. Otto, or something like that. They call him Ted. Ted is about all I ever knew him by.

By Mr. Rosell:

Q. What else was said, if anything?
A. We talked about one thing or another, I don't know just what all. I can not recall just what was said.
Q. Did Mr. Sommer ask you if you were agitating the men to join the CIO?
Mr. Champion. I object to the form of that question.
Trial Examiner Myers. The objection is overruled.

By Mr. Rosell:

Q. What is your answer?
A. He asked me if I was talking to the men about the CIO and I said that we was discussing the Caterpillar

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case, and I told him that we were more discussing the Caterpillar case than talking about anything else. I was kind of concerned about it because my boy was
295 working there at that time at the Caterpillar.

Q. And what else was said?

A. Well, he said, he suggested that I should not, that me being a foreman, I should not talk to the men.

Q. What else was said?

A. I said, "I am sorry. Maybe I talked out of turn. I won't have no more to say to them in that respect."

Q. Did you tell Mr. Sommer that it was a damn lie, that you were not talking to the men or agitating them to join the CIO?

Mr. CHAMPION. I object. I am in this position, I do not know if we are going by the rules of evidence here or not. That is putting the words in the mouth of the witness. If that is permissible, well and good; if it is not, well and good. It is leading, in other words.

Trial Examiner MYERS. I will overrule the objection.

By Mr. ROSELL:

Q. Will you answer the question, Mr. Witness?

A. I don't remember using that very word you said.

By Trial Examiner MYERS:

Q. What words did you use?

A. The way I said it, "I am not agitating the men into nothing." I said, "We were discussing that Caterpillar outfit over there." I said, "Every man has got a right to belong to a union if he wants to." That is about
296 the only things I can remember saying to him.

By Mr. ROSELL:

Q. Did Mr. Sommer say, did Mr. Al Sommer say how he came to speak to you about this?

A. Sir?

Mr. ROSELL. I will withdraw the question.

By Mr. ROSELL:

Q. Did Mr. Al Sommer tell you how he came to speak to you about this?

A. Yes.

Q. What did he say?

A. Why, he said that Mr. Dan Sommer had notified him to talk to me in that respect.

Q. Did Mr. Al Sommer say that if you were going to join the CIO that they could not use you?

A. No. Mr. James, I believe, said that they could not use a man that belonged to the CIO.

Mr. McGrath. What was that? I did not get that?

Trial Examiner Myers. Will the reporter please read the witness' answer for Mr. McGrath?

(Record read.)

By Trial Examiner Myers:

Q. What do you mean by "you think"?

A. Sir?

Q. When you say "you think he said it," what do you mean?

A. Yes, he said that.

By Mr. Rosell:

297 Q. And did he further state to you at the same time that we can not use the men that join—strike that. Did he further say to you at that time, "We can not use men like that because we have an organization of our own here"?

A. Yes, he said that.

Q. What else was said at that conversation?

Mr. Champion. Just one moment, please.

By Mr. Rosell:

Q. (Continuing.) If anything?

Mr. Champion. I want to get this straight as to who said that.

Trial Examiner Myers. Do you have an objection?

Mr. Champion. I did not understand the answer as directed to the question. May I have it read?

Trial Examiner Myers. Certainly. Will the reporter please read the record?

(Record read.)

Trial Examiner Myers. Is that all right, Mr. Champion?

Mr. Champion. It was not clear in my mind, Mr. Examiner, as to who said that.

Trial Examiner Myers. You mean as to who the "he" is?

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Mr. CHAMPION. That is right.

Trial Examiner MYERS. You mean Mr. James?

Mr. ROSELL. That is correct.

By Trial Examiner MYERS:

298 Q. Is that what you mean, Mr. Witness?

A. Yes, sir.

Mr. CHAMPION. Well, that straightens it out in my mind.

The WITNESS. Will you read the question once more, please?

(Record read.)

The WITNESS. I can not recall any more that was said. We discussed one thing and another and I asked him if my work was satisfactory and he said yes that it was all right, but he said he didn't care about me talking to the men so much, and I said, "All right, I am sorry." That is about all I remember.

By Mr. ROSELL:

Q. Did Mr. Sommer say to you, "We do not want any more unions here, we have got one. If the CIO would come in it would cause us a lot of trouble?

A. I don't know whether that is the way he worded it or not. He said something in that respect. I don't know whether those were the words or not.

By Trial Examiner MYERS:

Q. What words do you remember him saying?

A. I remember him saying, "We have got an organization here and we are going to maintain that organization right now.

Q. Who said that?

299 A. Mr. Sommer.

Q. Did he say anything about the CIO?

A. No, I don't believe he mentioned that at that time; I think not.

Q. Did you have more than one conversation with Mr. Sommer about unions?

A. No; no, just the one time.

By Mr. ROSELL:

Q. And after that you told him, I think you said that you hoped——

Mr. BAER. Told who?

By Mr. ROSELL:

Q. I said I believe you testified that you said you hoped you had not caused him any trouble?

A. I said, "I hope it has not given you no trouble."

Q. Was there any further conversation?

A. No, he said, "That is all. You can go back to work."

Q. Did you leave the office?

A. I went back to my regular job.

Mr. ROSELL. That is all from the Board.

Trial Examiner MYERS. Do you have any questions, Mr. McGrath?

Mr. MCGRATH. I have some questions.

Cross-examination by Mr. MCGRATH:

Q. Mr. Newbury, at the time of these alleged conversations you were a foreman of the Keystone Steel & Wire Company, were you not?

300 A. Yes, sir.

Q. And you had been told by the management that you and all other foremen were not to in any way attempt to influence or coerce any of the employees with reference to their union activities or to interfere with them, isn't that the truth?

A. That is right.

Q. And when Mr. Sommer sent for you he told you that Dan Sommer had told him——

A. That is right.

Q. (Continuing.) That you had been talking unionism with some of these men, isn't that true?

A. I had been talking with them, but it was not to get them into the organization.

Q. Well, at any rate you were discussing matters that they thought foremen should not discuss with the men, isn't that the truth?

A. Mr. Sommer told me that he did not want me to discuss that with the employees.

Q. That is right.

A. Me being a foreman.

Q. And he told you it was the policy of that company and it always has been, has it not, since you were a foreman?

A. Yes, sir.

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Q. That you are supposed to allow men to join or not join unions and not to try to influence them one way or another?

301 A. I did not influence one man, I hope.

Q. Those were your positive instructions, were they not, that you as a foreman were not in any way to seek to influence any employee as to whether he was not to join the CIO or to join it or join the Alliance or any other union——

Trial Examiner MYERS. Wait a minute. That question is too long, too involved. There are too many questions. Will you reframe it?

Mr. MCGRATH. Very well.

By Mr. MCGRATH:

Q. Your instructions were down there as foreman to not in any way interfere with those employees as to what union they would join or not join, isn't that the truth?

A. I never interfered with them.

Q. I say, those were your instructions?

A. Yes, sir.

By Trial Examiner MYERS:

Q. Did you ever get any instructions by anybody higher than you prior to this conversation?

A. I was called into the office.

Q. Was that the first time you received instructions?

A. That was the first time.

By Mr. MCGRATH:

Q. Haven't you been instructed generally, wasn't there a general rule that you were not to interfere in matters of that kind?

A. I did not see no rules.

302 Q. Were you ever told that you were not to interfere with the men, by anybody?

A. No one has ever told me, no, sir.

Q. Well, was it your understanding, did you understand that it was all right, did you understand that you had a right to interfere one way or the other?

A. I knowed that I was not supposed to influence anybody, which I didn't.

Q. All right. Where did you get the idea then that you were not supposed to influence anybody?

A. Well, they always said that foremen could not take no particular sides in an organization.

Q. Yes. Now, at that conference you named quite a few people that were there, that were there with Mr. Sommer. It is true that every one of those were foremen, isn't that true, or higher?

A. Well, we called one a superintendent and the other one a foreman, and Mr. Sommer is a superintendent also.

Q. Well, there were no employees there that would be eligible to joint the Alliance or the CIO, isn't that true?

A. No, there was not, no employees.

Q. And the object and purpose of his sending for you was to instruct you specifically not to be seeking in any way to influence those men down there as to what union they would join?

304 Further Re-cross-examination by Mr. CHAMPION:

Q. Mr. Newbury, as I understood in your direct examination you stated that you had been talking to some of the men, I guess in your department, concern-

305 ing the CIO, is that true?

A. Yes, we were discussing about the Caterpillar. They were in conference then.

Q. That had to do with the CIO organization, didn't it?

A. Why, yes, it was pertaining to that.

Q. And you said that you were a foreman at that time?

A. Yes, sir.

ORVAL TAYLOR was called as a witness by and on behalf of the National Labor Relations Board, and having been first duly sworn, was examined and testified as follows:

Direct Examination by Trial Examiner MYERS:

Q. What is your name?

306 A. Orval Taylor.

Q. Will you please spell your full name?

A. Orval, O-r-v-a-l, Taylor, T-a-y-l-o-r.

Q. Where do you live, Mr. Taylor?

A. 219 Lydia Street.

Q. Peoria?

A. Peoria.

Trial Examiner MYERS. You may be seated, sir. You may proceed, Mr. Rosell.

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By Mr. ROSELL:

Q. Where do you work, Mr. Taylor?

A. Keystone.

Q. How long have you worked there?

A. Well, I first started there in 1928. I have about ten years seniority right now.

Q. Speak up.

A. I first started there in 1928. At the present time I have ten years seniority.

Mr. CHAMPION. Will you please keep your voice up? I can not hear.

By Mr. ROSELL:

Q. Were you a member of the Keystone Employees Association?

A. I was.

Mr. MCGRATH. I move that that answer be stricken as not responsive.

Trial Examiner MYERS. In what way?

307 Mr. MCGRATH. He is asking him if he "is" a member, and he says he "was."

Trial Examiner MYERS. He said, "Was he a member." Mr. Reporter, will you please read the question again?

Mr. MCGRATH. Well, it is not so important.

Trial Examiner MYERS. Do you withdraw the motion?

Mr. MCGRATH. Yes, I will withdraw the motion.

By Mr. ROSELL:

Q. Do you know about what year the KEA was formed?

A. I would say sometime in 1934 or 1935.

Q. What was the first information you had with respect to the formation of the KEA?

A. I was working on frame 8 on the last turn at the time.

Q. What department?

A. The galvanizing department. The foreman come to me and he told me to stay over and attend a meeting of the men in the fence shop in the plant.

Q. And did you stay over?

A. I did.

Q. And did you attend such a meeting?

A. I did.

Q. Was Mr. Buchanan there?

A. That is right.

Q. And other men of the department.

A. That is right.

308 Mr. McGrath. Pardon me just a minute. It is understood that my continuing objection to all matters pertaining to the KEA still stands?

Trial Examiner Myers. That is right, and the objection is overruled.

By Mr. Rosell:

Q. Do you recall what Mr. Buchanan said to the men at that meeting?

A. To the best of my knowledge, Mr. Buchanan told the men that they should form—no, you are talking about KEA?

Q. That is correct, the KEA.

A. (Continuing.) To form a union of their own, that they could get along with the company a lot better than if they had an outside organization in the plant.

Q. How long before——

Mr. Champion. Will you fix the time?

Mr. Rosell. Strike that.

By Mr. Rosell:

Q. When did this meeting take place, about? What would you say? Can you estimate it or tell us?

A. Do you mean the date?

Q. The date.

A. Well, to my estimation it would be, I would say May or June in 1935.

Q. Do you know if that meeting took place before the KEA was organized or was it after, in relation to the organization of the KEA?

309 A. That was in relationship to the organization of the KEA.

Q. I said relating to the beginning of the KEA, when was this meeting, before the KEA was organized or after?

A. Before.

Q. Were you ever a committeeman under the KEA?

A. I was not.

Q. Were you ever a member of any of the KEA committees, other than the general committee?

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A. I was not.

Trial Examiner MYERS. Well, he said he was not a member of it.

Mr. ROSELL. Pardon?

By Trial Examiner MYERS:

Q. Were you a member of the general committee?

A. I was not a member of the General committee, no.

By Mr. ROSELL:

Q. You were a member of the KEA, were you?

A. That is right.

Q. And were you an officer of the KEA?

A. I was not.

Q. At any time during its existence?

A. At no time.

Q. Did you ever attend any meetings of the KEA?

A. I did.

Q. Where were those meetings held?

310 A. Above the office of our department, which is the galvanizing department, and later on I attended one meeting at the steel plant.

Q. Were you paid for attending these meetings?

A. I was.

Q. Did you attend these meetings during working hours?

A. No.

By Trial Examiner MYERS:

Q. Who paid you?

A. Keystone Steel & Wire Company.

By Mr. ROSELL:

Q. You mean you came into the plant to attend the meeting?

A. If I was off work that day I would come out to the plant to the meeting; if I was working I stayed over after my shift and attended the meeting.

Q. Now, when you came from home would you check your time in some way to report the time you arrived at the plant?

A. When we come from home we come through the gate office and the gate man gave us a time card. We punched the time card in and where we attended the meeting, when the meeting was over the chairman of the

organization signed the time card and we again punched out when we left the plant.

Q. And you have been paid for attending those meetings?

A. That is right.

Q. By the company?

A. That is right.

311 Q. Did you join the ISWA when it was formed?

A. I joined the ISWA within a few months after it was formed.

Q. And who signed you up into that organization?

A. Earl Lowman.

Q. Who?

A. Earl Lowman.

Q. And where did he sign you up?

A. On frame 5.

Q. Was that in the plant?

A. That is in the galvanizing department.

Q. During working hours?

A. That is right, about 10 o'clock one morning.

Q. Had other employees in your department joined, if you know, the Alliance prior to yourself?

A. That is right, they had.

Q. And did you see any of them sign membership cards when they joined?

A. Well, I——

Q. Prior to yourself.

A. Sir?

Mr. Rosell. Would you read that question to the witness, please?

(Record read.)

The Witness. I have seen men sign member-
312 ship cards, but I could not name the men who they were signed by.

By Mr. Rosell:

Q. Now, before you joined the Alliance had been organized, is that right?

A. That is right.

Q. Did you see the other men when they joined before you did, did you see when they joined?

A. That is right.

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Mr. CHAMPION. I object to that, Mr. Examiner. It is not intelligible to me.

Trial Examiner MYERS. Well, it might be to the witness, but I am not going to——

Mr. CHAMPION. I understand, and I may be dumb, but I just can't understand it.

Trial Examiner MYERS. All right. I will sustain the objection.

Mr. CHAMPION. You vindicate me?

Trial Examiner MYERS. I am not assuming you are dumb, but will you reframe your question, Mr. Rosell?

Mr. ROSELL. I will try.

By Mr. ROSELL:

Q. When the Alliance got started did you see any employees join or sign up cards for the Alliance at the time it got started?

A. I have.

Q. Did you understand my question?

Trial Examiner MYERS. He said he has seen
313 them. He meant he did see them. Is that right?

The WITNESS. Will you read the question again please?

(Record read.)

The WITNESS. I have.

By Mr. ROSELL:

Q. And when the Alliance got started where did you see employees sign membership cards?

A. Inside the plant.

Q. Were you asked to join at the time it got started?

A. I don't believe I was. I am quite sure that I was not asked at the time it was started.

Q. Were you ever notified by the company or did you see any notices posted by the company informing you or other employees that the KEA was dissolved?

A. There was none to my knowledge.

Mr. CHAMPION. Mr. Examiner, may I see certain of the exhibits?

By Mr. ROSELL:

Q. Mr. Taylor——

Trial Examiner MYERS. Just a moment [handing documents to counsel].

By Mr. Rosell:

Q. Mr. Taylor, have you seen any solicitation or been solicited for the sale of tickets at the Keystone?

A. I have.

Q. In recent years?

A. That is right.

Q. What kind of tickets have you either pur-
314 chased or been solicited for?

A. I bought tickets on the punch boards for a chicken and I have bought tickets on a bowling ball.

Q. Who sold those tickets, the bowling ball tickets?

A. Elmer Keller.

Q. Who is he?

A. He is a foreman in the galvanizing department.

Q. Was there any other solicitation of tickets?

A. I have bought tickets from Elmer Keller for the Girls Club Dance.

By Trial Examiner Myers:

Q. When was this?

A. Well, the one for the dance was within sometime during the last year, the fall of the year, if I am not mistaken, and the tickets on the bowling ball was bought, but I can not exactly remember the date. Anyway, it was the year of the ABC bowling tournament in Chicago and the following year in Cleveland.

Q. I am not familiar with bowling tournaments.

A. Well, that would clear up the date.

Q. Well, was it 1940, 1941, 1942, 1943, or 1944, or prior thereto?

A. It has been four or five years ago, I can say that.

Q. What about the chicken, when did you take a chance on that?

A. That has been done in the last year or year and a half.

315 Q. And who sold you the ticket?

A. Bill Dukes.

Q. And where did he sell it to you?

A. On frame 1 in the galvanizing department and over the galvanizing department.

Q. What were you doing?

A. I was blocking or reeling.

Q. Were you working?

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A. That is right.

Q. What were you doing at the time Mr. Keller sold you the ticket, Elmer Keller?

A. Also working.

Q. In both instances when you bought the bowling ball and dance tickets you were working?

A. That is right.

By Mr. Rosell:

Q. Did you ever buy any, were you ever solicited to purchase any ticket to any stag?

A. That is right, I was.

Q. When was that?

A. That stag, to the best of my recollection, was held about the fall of 1941.

Q And who ran that stag?

A. The ISWA.

Q. Do you know who sold you the ticket?

A. I could not definitely state who sold me the ticket.

316 Q. Where did you buy that ticket?

A. I bought the ticket on the property of the Keystone.

Q. In the plant?

A. That is right.

Q. In your department?

A. That is right.

Q. While you were working?

A. That is right.

Q. Have you ever been solicited during working hours and in the plant to purchase any insurance or benefit fund insurance plans?

A. That is right.

Q. When and by whom?

A. Well, that was when I was a member of the ISWA, when the insurance plan first came into effect. They come around to me and told me that they had to have eight hundred men before this insurance plan would come into effect.

By Trial Examiner Myers:

Q. Who told you that?

A. If I am not mistaken it was a representative, Michaelson, at the time.

Q. Who?
A. Michaelson.
Q. He was a representative of your department?
A. In the galvanizing department.
Q. What were you doing at that time?
317 A. I was working.
Q. What were you doing at the time you were asked to join the Alliance?
A. At the time I did join the Alliance I was working.
Q. When you signed the card?
A. That is right.
Q. Do you remember who asked you to join the Alliance?
A. Earl Lowman, that was in my statement.
Q. And Lowman worked in your department?
A. No, Lowman is from the machine shop.
Q. Is that in the same building as yours?
A. No.
Q. I beg your pardon?
A. No.
Q. How far away is that?
A. I would say it is two to three hundred yards.
Q. Is it in another building?
A. That is right.
Q. And it was on Lowman's time?
A. That is right, it was. He and I worked the same shift.
Q. He worked the same shift you did at that time?
A. That is right.

By Mr. Rosell:

Q. Have you heard or seen other employees in your department during working hours being solicited for the Alliance benefit fund insurance plan?
318 A. I do not believe that I can say that I have seen them being so solicited for the benefit plan.
Q. For what have you seen them solicited?
A. I have seen them solicited for numbers on the chicken and for tickets to the dance.
Q. Mr. Taylor, will you describe the petition which was gotten up in December, 1942, in your department?
A. Well, at that time——
Mr. Baer. Will you speak a little louder, please?

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The WITNESS. (Continuing.) At that time the working conditions in that department was that we was getting some overtime and all the older men was getting overtime, so I took it upon myself to get up a petition petitioning the company to rotate the overtime with the normal crew in the galvanizing department. I had a petition with at least seventy names or better.

Q. And what did you do with the petition?

A. I attended an ISWA meeting and presented this petition to the chairman at the meeting, John Michaelson.

Q. What was his——

A. He was chairman of the galvanizing department committee.

Q. And what was said at this meeting?

A. Mr. Michaelson informed me that he could not accept that petition because the ISWA, and he, did not recognize any petition, and Bruce Hogue did not recognize
319 any petition and the company did not recognize any petition, and therefore he would not accept the petition.

Q. What else was said?

A. Well, that is about all that was said about that. The only thing else was said about that he also stated that maybe some of these names on this petition was forged and I called his hand on that.

By Trial Examiner MYERS:

Q. What do you mean, you "called his hand"?

A. Well, I told him in plain words that if he said those names were forged he was a liar and I would stand behind it.

Q. How many were in that department at that time?

A. At that time I would judge there would be a hundred men in the department.

Q. A hundred men?

A. Yes.

Q. On three shifts?

A. Yes, sir.

Q. And you had seventy names?

A. Seventy names.

Q. What did you do with the petition?

A. They kept it.

Q. Who kept it?

A. The ISWA, the Alliance.

By Mr. Rosell:

Q. You mean Mr. Michaelson kept it?

320 A. That is right.

Mr. Champion. He answered it.

By Mr. Rosell:

Q. Did Mr. Michaelson say anything further?

A. At that time Mr. Michaelson also picked up a letter and read it to me. It was a letter addressed to Wallace Covington, Ralph Allen, Orval Taylor, and Ora Pennington, stating in there that they had information that I was distributing leaflets and was unloyal to the ISWA and therefore that I would be kicked out of the union, and they set the date for my removal five days later and they also stated that I should realize if I was kicked out of the union that I would not have any representation at the Keystone.

By Trial Examiner Myers:

Q. Whose letter was that?

A. That was a letter from Bruce Hogue, president of the ISWA.

By Mr. Rosell:

Q. Did you receive a letter—strike that.

Your description of what was in the letter, is that the exact wording?

A. No, I could not say that was the exact words, but pertaining to that.

Q. I see. Did you receive a letter like the one Mr. Michaelson read?

A. I did.

321 Q. How long after the meeting?

A. I would judge two days later.

Q. And where did you receive it?

A. I received it in the company mail box in the galvanizing office.

Mr. Rosell. I will ask the reporter at this time to mark this document as Board's Exhibit No. 37 for identification.

(Thereupon the document above referred to was marked "Board's Exhibit No. 37" for identification.)

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By Mr. Rosell:

Q. Mr. Witness, I show you Board's Exhibit No. 37 for identification, and I will ask you whether you have even seen that before.

A. That is the same document that I received.

Mr. McGrath. May I see it, please?

Mr. Rosell. Certainly (handing document to counsel).

By Mr. Rosell:

Q. Mr. Witness is this the document that you received from Mr. Hogue, the letter you have just described?

A. That is right.

Q. You picked that up, where did you say, where did you get it from?

A. From Mr. Hogue, president of the ISWA.

Q. I mean, how did you receive it?

A. Out of the mail box in the galvanizing office.

322 Mr. Champion. May I see it, please?

Mr. Rosell. Certainly (handing document to counsel).

By Trial Examiner Myers:

Q. Did the letter come through the United States mail?

A. No, sir, the company mail.

Mr. Champion. Thank you.

Mr. Rosell. I ask that this document be received in evidence as Board's Exhibit No. 37.

Trial Examiner Myers. Is there any objection?

(No response.)

Hearing no objection, the paper is received in evidence and I will ask the reporter to please mark it as "Board's Exhibit No. 37."

(The document heretofore marked "Board's Exhibit No. 37" for identification was received in evidence.)

325 Q. Do you know Mr. Ed Yocum?

A. I do.

Q. Who is he?

A. He is a foreman in the galvanizing department.

Mr. Baer. What was his name?

(Record read.)

Mr. Rosell. That is spelled Y-o-c-u-m.

Mr. Baer. Thank you.

By Mr. ROSELL:

Q. Has Mr. Yocum ever spoken to you about the CIO?

A. Mr. Yocum never came right out and spoke about the CIO. The only thing that Mr. Yocum did, I was sitting on the walk-way in the panel of frame 3——

Q. When was it?

A. That was a Sunday night, if I am not mistaken. That would be about a year and a half to two years ago, if I am not mistaken, and Mr. Yocum was just assistant foreman at that time, and he come around and I had a CIO button on my overall bib and he came around and shined it all up for me, and he gave me a nice big laugh.

Q. In May of 1942, did you have a conversation
326 with Superintendent Moritz?

A. I did.

Q. Where was this conversation?

A. It was held in Mr. Moritz' office.

Q. And what did you say to him and what did he say to you?

A. I had a case to present to Mr. Moritz and I could not get any action out of the committee of the ISWA, and I took this case to Mr. Moritz personally and explained the case to him, telling him that they had cut the normal force down there without any votes, without my knowledge, and sent five men outside of a department that was originally in the normal crew, and when they done that they shoved me back from my regular job to a laborer's job, which I was getting four days on my regular job, and then when they cut down the normal crew they give me five days, but they give it to me on the labor job. In other words, I was losing better than six dollars for the week working five days than I was if I was working four days.

Also this was done by the representative of the galvanizing department of the ISWA without my knowledge.

Q. Well, did it involve you alone or other employees?

A. No, it involved other men besides. In fact, they sent five men of the normal crew outside of the department which should have been in there working.

Q. What did you say to Mr. Moritz and what did
327 he say to you?

A. I told Mr. Moritz that that was not right, that they cut the normal force without any vote and they were

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taking bread and butter off my table and he told me that I was right, and then to my knowledge he got in touch with the foreman, which he said he would do, and tell him to straighten it up the next week again.

328 Cross examination by Mr. McGRATH:

Q. Mr. Taylor, when did you cease being a member of the Alliance?

A. Well, if I am not mistaken it was directly after I got the letter from Mr. Hogue. I sent a notice to the paymaster to quit deducting my dues from the ISWA.

Q. Do you remember the date of that?

Mr. BAER. Yes, we have it here (producing document).

By Mr. McGRATH:

Q. That was on or about December 14th, 1942?

A. That is correct.

329 Q. Now, you are at present a member of the CIO, is that true?

A. That is right.

Q. And you are the president of the local unit here?

A. That is right.

Q. When did you join the CIO?

A. Well, I would say around in July or August of 1942.

Q. July or August, 1942?

A. Yes, sir.

Q. And at that time that the letter that Mr. Hogue sent you, at that time you were a member of both of those labor organizations?

A. That is right.

Q. And they were what would be properly termed as conflicting organizations, isn't that true?

A. I do not get your question.

Q. Or competitive——

Trial Examiner MYERS. What question?

Mr. ROSELL. The first question.

Trial Examiner MYERS. The witness says he does not understand.

Mr. McGRATH. I will withdraw the question and put it this way:

By Mr. McGRATH:

Q. Were and are the Alliance and the CIO competitive organizations, at least as far as the Keystone workers are concerned?

330 A. That is right.

Q. When was this meeting that you had with Mr. Moritz?

A. That was sometime in May of 1942.

Q. And you knew then and the rule is still in effect, is it not, that any employee that feels aggrieved may go directly to the management or to representatives of the management?

A. To the best of my knowledge, yes, sir.

Q. And on this particular occasion that you mentioned you went to Mr. Moritz and explained to him what you thought was an improper step sought to be taken by the ISWA in your department, whereby you were being unduly prejudiced, is that true?

The WITNESS. Will you read the question to me please?

(Record read.)

The WITNESS. That is right.

By Mr. MCGRATH:

Q. And Mr. Moritz agreed with you, is that right?

A. That is right.

Q. And in the operation of the affairs of that company before any action taken by the ISWA or any other person can become effective it must be approved by Mr. Moritz or some suitable proper representative of the management, is that true?

Mr. ROSELL. I object.

Trial Examiner MYERS. The objection is overruled.

331 The WITNESS. Will you state the question, please?

Trial Examiner MYERS. All right. Will the reporter please read the question to the witness?

(Record read.)

The WITNESS. I would like to ask one question there myself, what does he mean by "suitable"?

Trial Examiner MYERS. Don't ask any questions. If you don't understand the question, just say so.

The WITNESS. Well, I would like to know if he includes foremen or something like that.

Mr. MCGRATH. No, I mean the management. What I am trying to get at here, Mr. Witness, even though the ISWA did something that you thought was wrong Mr.

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Moritz had the power to either approve that action or disapprove that action, isn't that true, before it could become effective?

The WITNESS. I will answer it this way, that it was a working condition and it should have been approved by the Alliance and members of the department before it was taken to Mr. Moritz, and then it is Mr. Moritz' job to act upon it.

By Mr. MCGRATH:

Q. Regardless as to your views as to the proper procedure, Mr. Moritz was in a position to either approve or disapprove that action by the ISWA?

A. That is right, but that action was not taken to Mr. Moritz only by me.

Q. I see. Well, at any rate when you went to
332 him and advised him of the action that had been taken, he disapproved it and it did not go into effect, is that true?

A. It went into effect that week, and the next week it was abolished.

Q. According to Mr. Moritz' orders or direction?

A. It was my understanding it was. As I said before he said he would write the foreman a letter to that effect.

Q. It was pursuant to your complaint, was it not?

A. That is right.

Q. Now, at that time that this action was taken you were not a member of the CIO, is that true?

A. I was not.

Q. And this action taken by the Alliance was one that affected their members as well as the members of any other organization?

Trial Examiner MYERS. He said he was not a member of the CIO at that time.

Mr. MCGRATH. Yes, but I just want to show by him that the action was general and affected their membership of that association the same as any other association.

The WITNESS. I can not tell you anything about any other association at that time.

Mr. MCGRATH. I see.

By Mr. MCGRATH:

Q. Well, it affected everybody according to seniority, is that right?

333 A. That is right.

Q. Now, you mentioned that certain votes were taken by the Alliance with reference to certain matters affecting the Keystone. Were all of those votes taken at the offices of the Alliance in Bartonville?

A. Concerning the change in shift, the change in time of shifts and straight shifts they were, to the best of my knowledge.

Q. Yes, and they were not taken on the premises of the Keystone Steel & Wire?

A. That is right.

Q. Now, then, the attendance at those meetings is limited to the members of the Alliance, is that true?

A. You mean the fellows that can vote?

Q. Yes.

A. That is right.

Q. Now, does the CIO allow non-members to attend and participate in their meetings?

A. The CIO allows any individual to attend the meetings, that is, in the local, that is, an employee of the company, to my knowledge.

Q. They do not allow them to vote, though, do they?

A. No.

Q. Now, you knew that the KEA was dissolved, didn't you?

A. Yes, sir.

334 Q. That was generally known among all the employees, isn't that true?

A. I would say that was true on a later date after it was dissolved.

Q. How long would you say?

A. Oh, I would say probably all members of the plant that had been there any time at all knew at least thirty to forty-five days later.

Q. Well, was it not a matter of general topic of conversation at the time the whole thing was done?

A. That is right.

Q. Now, you testified, Mr. Taylor, that you saw cards signed by members there for the Alliance for membership in the Alliance?

A. That is right.

Q. Did you also see some cards signed for membership in the CIO?

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A. Not to my knowledge.

Q. Well, it is a fact, is it not, that the men down there that are particularly interested in their various organizations discuss, give their views concerning the various organizations and try to some times get members into the organization that they happen to belong to, whether it is the CIO or the Alliance?

A. I will answer that this way: Discussions of
335 the organization and signing a man into the organization is two different things.

Q. Well, you have discussed it down there at various times, haven't you given your views with reference to the CIO and the advantages of the CIO over the Alliance during working hours?

A. I would say that I have discussed it on—before working hours, after working hours and on working hours.

Q. And you heard Mr. Kelley testify here yesterday that while he was employed down there he used to take cards for the CIO with him to the plant and he had them on his desk and that on one occasion, at least one man signed up for membership in the CIO?

Mr. Rosell. I object.

Trial Examiner Myers. I will sustain the objection.

By Mr. McGrath:

Q. Well, do you know anyway that the management can prevent the men from doing those things?

Mr. Rosell. I object again.

Trial Examiner Myers. I will sustain the objection.

By Mr. McGrath:

Q. All of the men know it is against the company's wishes, the management's wishes and the rules, isn't that true?

A. I couldn't answer that question.

Q. What do you mean, that you can not answer it?

A. Well, I can not speak for all the men.

336 Q. Well, do you know that it is against the company's rules?

Trial Examiner Myers. To do what?

Mr. McGrath. This passing of cards or this distribution while they are at work down there in the plant.

Trial Examiner Myers. Well, you had better reframe your question.

By Mr. McGrath:

Q. What is the company's policy, if you know, concerning such activities during working hours for any of the members, regardless of what union they belong to?

A. No solicitation on the company's time.

Q. That has been their policy all the time, has it not?

A. That is right, as far as I remember.

Q. Yes, but I think you will agree with me that it is a little difficult for the company to prohibit men from occasionally doing some of the things, isn't that true?

Mr. Rosell. I will object to that.

Trial Examiner Myers. I will sustain that objection.

By Mr. McGrath:

Q. Well, can you advise us how it can be prevented by the company?

Mr. Rosell. I again object.

Trial Examiner Myers. I will sustain the objection.

Mr. McGrath. Or if counsel will tell us how to do it we would be glad to follow his suggestion.

Trial Examiner Myers. Well, perhaps you can
337 talk to this witness some other time. I do not think it is pertinent to the issues here. If you want to consult with him or counsel, that is all right.

Mr. McGrath. My only thought is that counsel for the Government seems to think that because this was done that there was something wrong on behalf of the company. Now, unless they can prevent it I don't know how we can be charged with it, and I am only trying to find out how it can be done, if it can be done.

Trial Examiner Myers. What Mr. Rosell has in mind, you can have a rule prohibiting solicitation on company time, but it should be enforced without discrimination.

Mr. McGrath. That is right.

Trial Examiner Myers. As to one organization as against the other. Is that your position, Mr. Rosell?

Mr. Rosell. Well, that is partially my position. My position is that they have a rule prohibiting all solicitation of all kinds of whatever nature on company property and I contend that that rule is first an unreasonable rule in its application and secondly, that such a rule when enforced was discriminatorily applied and the evidence will so show.

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By Mr. McGrath:

Q. Do you know of any discrimination, Mr. Taylor, as to where the company approved solicitation by any group or discriminated in any way as far as that practice went along?

338 A. I don't understand your question.

Q. Well, do you know of any policy of the company whereby they approved solicitation by any particular group or any particular persons?

A. Not to my knowledge.

Q. Do you know of any specific act on the part of the management that would indicate that they had in any way relaxed that rule or discriminated in the application of it?

A. Well, I do know that the ISWA members had the free run of the mill, that is, the committeemen, to sign up whoever they please and whenever they pleased.

Q. What do you mean by "the free run of the mill"?

A. Well, I mean by that, that the representative in our department is from one frame to the other any time of the day that he cares to be there, and I have seen times that the president of the ISWA, Mr. Hogue, who was a maintenance electrician, and of course he has the run of the mill, but he has stopped at frames and talked for forty-five minutes or longer with members of the ISWA.

Q. Do you know what was the character of that conversation, what he was talking about?

A. I can not stand over on one unit maybe a hundred feet from another unit where Mr. Hogue is and tell you what his conversation is.

Q. In the performance of Mr. Hogue's duties, is
339 it necessary for him to talk to men about conditions that exist in those departments as far as the operation of the mill is concerned?

A. I am most sure there is not any one man down there that has any argument with Mr. Hogue or any conversation for forty-five minutes regarding the work.

By Trial Examiner Myers:

Q. Does Hogue work in your department?

A. He is a maintenance electrician. He goes all over the mill.

By Mr. McGrath:

Q. It is Mr. Hogue's business to go all over the mill and keep the electrical machines in repair and working order, isn't that true?

A. That is right, but when he is talking to some man he is not repairing machinery.

Q. Do you say that it is not necessary for him to talk to the men to ascertain what the difficulty is or where it is and that he should not or is not required to talk to the men in the performance of his duties as an electrician?

A. I have seen Mr. Hogue come into the department and do nothing in the line of his work.

Q. But he was just talking to the men?

A. Just talking to the men, yes, sir.

Q. And you say it is your opinion he was not talking about his work?

340 A. That is right.

By Trial Examiner Myers:

Q. Did he talk to one man?

A. One man or a group of men.

Q. What do you mean by "a group of men"?

A. Three or four, sometimes it would be three or four, and sometimes it would be one man.

By Mr. McGrath:

Q. And as I understand it you did not hear any of the conversations?

A. That is right.

Q. And you don't know what they were talking about?

A. That is right.

Q. But you assumed that they were talking about something that had nothing to do with the performance of his duties as an employee of this company?

A. Well, if he had some performance of duties to do, it seems to me like he would be doing it.

By Trial Examiner Myers:

Q. Did you ever see him doing any work?

A. Oh, yes.

Q. In your department?

A. Oh, yes.

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By Mr. McGrath:

Q. You have seen him doing work around there, haven't you?

A. I have.

Q. How does he find out when there is anything
341 wrong in that particular department?

Mr. Rosell. If he knows.

The Witness. They have an auto-call for him.

By Mr. McGrath:

Q. I assume that the men working there would know what was wrong and they would tell him, wouldn't they?

A. When he receives an auto-call from certain units or frames, as they call it in our department, the gate man is told where to send him, to what unit, and he is supposed to report to the unit, to the galvanizing department at that unit.

Q. And he comes down there to find out what is the matter with it?

A. That is right.

Q. And he can not possibly find out what is wrong until he talks to somebody that knows why he was sent for, isn't that true?

A. That is right.

By Trial Examiner Myers:

Q. Do you have any other maintenance men coming into that department?

A. Yes.

Q. Have you seen those other men talking to other employees of that department for forty-five minutes?

A. That is right—I would not say it was forty-five minutes, but I could say for half an hour or better.

342 Q. Other men?

A. That is right.

Q. I mean other maintenance men?

A. That is right.

Q. What, then, is your complaint about Hogue?

A. I am not complaining.

Mr. Baer. I don't think he complained.

By Mr. McGrath:

Q. Mr. Taylor, you recognize the fact that you have the right to go to the management with a complaint of any-

thing you see that is in violation of their policy and rules, don't you?

Mr. Rosell. I object. He has asked that a few times.

Trial Examiner Myers. The objection is overruled. Did you hear the question?

The Witness. Yes, but you overruled it.

Trial Examiner Myers. I overruled the objection, and you are supposed to answer the question.

Will you read the question?

(Record read.)

The Witness. That is right.

By Mr. McGrath:

Q. Did you ever make any complaint to the management about seeing any of these foremen, I mean, any of these men that were members of the alliance doing the things that you say were improper?

A. No, sir.

343 Q. Now, Mr. Taylor, you said that you had gone to work down there in 1928 but that you only had ten years seniority. Can you explain how that happened?

A. Yes. I quit twice, if I am not mistaken, and I was laid off during the depression and came back in 1933.

Q. I see. I wanted to show the fact that you only have ten years seniority does not mean that you have been discriminated against improperly.

A. That is right.

Q. It is generally known, is it not, down there that you are the president of the CIO?

A. To the best of my knowledge.

Q. And that is something—do you know whether or not the management knows that?

A. They should.

Q. And they have never in any way that you know of discriminated against you?

A. None whatsoever.

Mr. McGrath. I think that is all.

Trial Examiner Myers. Mr. Champion, do you have any questions?

Mr. Champion. Yes, I have a couple of questions of Mr. Taylor.

BLEED THROUGH – POOR COPY

By Mr. CHAMPION:

Q. Mr. Taylor, you spoke of a meeting that you attended, an organization meeting of the KEA, at
344 which time Mr. Buchanan spoke, is that right?

A. That is right.

Q. And that was either in May or June of 1935?

A. That is to the best of my knowledge. I could not give the exact date on it.

Trial Examiner MYERS. Evidently the witness has the year wrong.

Mr. CHAMPION. Sir?

Trial Examiner MYERS. It is evident that the witness has the year wrong.

Mr. CHAMPION. Mr. Examiner, I have my right to examine into this on cross examination, don't I?

Trial Examiner MYERS. Go ahead, Mr. Champion.

By Mr. CHAMPION:

Q. I want your best judgment as to the year. I am not trying to confuse you. Is it your best judgment that it was May or June of 1935?

A. No, I will take that back. I will tell you why, because at the time I had quit, in the meantime I had quit the Keystone after this was organized and went to the Caterpillar and was there for six months and then I come back in August, if I am not mistaken, of 1934.

Q. Then this meeting that you attended would have been sometime after your return in August of 1934?

A. No, this meeting was before.

Q. I beg your pardon?

345 A. No, this meeting was before.

By Trial Examiner MYERS:

Q. Was this the organizational meeting?

A. That is right.

By Mr. CHAMPION:

Q. Of the KEA?

A. That is right.

Q. Well, I am trying to ask you if you recall or if you can refresh your recollection as to when that meeting occurred, what year; you said originally it was in May or June of 1935. Now, if you are mistaken about that I want to give you an opportunity to correct that.

Trial Examiner Myers. He also said 1934. Lowman said that it started in 1933. Now, let us get down to it. Let us find out when it was.

Mr. Champion. That is what I am trying to do.

Trial Examiner Myers. Mr. Lowman said the organization started in 1933.

By Trial Examiner Myers:

Q. Would you accept that year?

A. I will accept that year, yes.

By Mr. Champion:

Q. Then when was this meeting that you attended at which time Mr. Buchanan spoke?

A. That would be in 1933.

Q. Then you were mistaken if the KEA was organized in 1933, you were mistaken in your previous testimony?

A. That is right.

346 Mr. Champion. Mr. Examiner, I am returning those exhibits I got from you.

Trial Examiner Myers. Thank you.

Mr. McGrath. I have just one further question——

Mr. Champion. Will you wait, please? I am not through.

Mr. McGrath. Pardon me; pardon me; I am sorry.

By Mr. Champion:

Q. Mr. Taylor, you stated that you presented a petition to the ISWA containing the name of I believe some seventy men in your department. Is that correct?

A. That is right.

Q. Which had to do with the question of changing time there in the department, is that correct?

A. It was to rotate the overtime work in the galvanizing department amongst the normal crew.

Q. It was a question of dividing time, was it not?

A. Yes.

Q. And that petition was kept, was it not, by whoever you presented it to?

A. To the best of my knowledge, it was.

Q. Did you know later on that there was a vote taken by the members of the alliance in that department on that very question?

A. What do you mean, later?

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Q. Well, I would say within a few weeks after that.

A. No, there was not.

347 Q. All right. Was there a vote taken?

A. Yes.

Q. And that vote, do you recall, was eighty-two—I beg your pardon. That is another question. I beg your pardon.

But it was passed and put into effect, was it not, Mr. Taylar?

A. That is right.

Q. I believe you testified, if I get this straight, Mr. Taylor, that you had in May of 1942 a conversation with Mr. Moritz about cutting down the normal force in your department?

A. That is right.

Q. Do you know whether or not any action was taken on that by the Alliance?

A. There was none whatsoever. I will explain what action was taken in that.

Q. All right. I will be glad to have you do so.

A. The week I was cut down to five days on a labor job I was called out on Sunday morning to take a job belonging to Unit 9. At the same time they called me, they put this call in to me on a Saturday, and there was a man scheduled, an older man than I was on the labor job and when I come down to go to work on Sunday morning I went over to this unit and got started to work. I hadn't any more than got started than the older man came over and told me that the boss wanted to see me and I went over to the office and Oran Byrne and

348 David Moritz was in the office at that time and they told me to take that labor job, that Graham was older than I am and I said, "The hell with the job." Michaelson and Forbes were there and I said to Michaelson and Forbes, "What are you going to do about that?" Forbes shrugged his shoulders and he said, "There is nothing I can do about it. I talked to Bruce about it, and he said it is the company's policy." After that I went to Michaelson's home and talked to Tuscaroras and again asked him what he was going to do about it. He said there was nothing that he could do about it because Bruce told him that it was the company's policy

and the only thing I could do was to stop at Bruce's home on the way back and tell him about it.

I put the case down in writing and I stopped at Bruce's home and he was asleep and I gave the case to his wife and told his wife to give it to him.

By Trial Examiner MYERS:

Q. Whose house?

A. Mr. Hogue's.

By Mr. CHAMPION:

Q. I am not trying to interrupt you or to cut you off, but——

Mr. ROSELL. I would like to have him complete that answer.

Mr. CHAMPION. As I say, I am not trying to prevent him from testifying, but my question was whether he knew what action if any the Alliance took on that
349 changing of the normal shift.

Mr. ROSELL. I think that he was trying to explain it.

The WITNESS. I stopped at Bruce's house and give it to his wife in writing and the next morning, Monday, Mr. Hogue met me at the stairs of the locker room——

By Trial Examiner MYERS:

Q. Who?

A. Mr. Hogue. He said, "Red, this is—there is not anything I can do about your case," he says. "They have been doing it. It is the company policy. There is not a thing I can do about it. The best thing you can do is to get ahold of Michaelson and get him to call Moritz for a meeting."

Q. Who is Michaelson?

A. He is chairman of the galvanizing department.

By Mr. ROSELL:

Q. The ISWA committee?

A. That is right. And I was after Mr. Michaelson that morning trying to get him to call Mr. Moritz and he never got him until about 1 o'clock or maybe 1:30, and then he asked for a meeting with the galvanizing department committee and me with Mr. Moritz and Mr. Moritz told him that he could not get there until the next day.

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The more I thought of it the madder I got. I went to Mr. Moritz myself after I quit work and had taken my shower. In other words, the committee or Mr. Hogue, neither one, did a thing about it.

Q. As far as you know?

350 A. To my knowledge.

By Mr. CHAMPION:

Q. Yes. Now, as a matter of fact, do you know whether or not—I will ask you whether you know if this is not true, that the Alliance did oppose that change of the normal shift and did make that known to the management and that the change was not made?

A. The change was made that week.

Q. From what?

A. It took five men out of the normal crew and put them out into another department.

Mr. CHAMPION. Pardon me, I am trying to get some information so that I can intelligently question the witness.

By Mr. CHAMPION:

Q. Well, I think to straighten me out and to straighten you out so that we understand each other, that did happen for a period of some four or five days, isn't that right?

A. For a period of seven days, one week.

Q. And then that was discontinued and it went back to the normal crew, isn't that right?

A. That is right.

Q. Yes. That is why—that is the understanding I had. Now, you mentioned, Mr. Taylor, about Mr. Hogue being in your department and that you would see him talking to people. He is the plant electrician or maintenance electrician, is he not?

351 A. That is right.

Q. Do you know that a part of his duties requires him to make inspections of heat temperature instruments on each shift in the galvanizing department?

A. I do.

Q. And do you know that there are eighteen of those instruments in that department to be inspected in each——

A. But they are not all on one unit.

Q. What do you mean by that?

A. I mean by that you have eleven frames in the galvanizing department.

Q. Well, then, is that not correct, my statement—there are twelve of those instruments within a reasonably close distance from where you work?

A. Within three buildings.

Q. In one building?

Mr. Rosell. Just a moment. What did the witness answer?

(Record read.)

By Mr. Champion:

Q. Isn't that true that in one building there are twelve instruments, in the building where you work?

A. If he was talking about unit 1, I would say yes, there is three to each unit.

By Trial Examiner Myers:

Q. Do you work in unit 1?

A. That is right.

352 By Mr. Champion:

Q. You mentioned, Mr. Taylor, about notifying when you discontinued your connection with the Alliance, notifying the paymaster to stop making any deductions from your check?

A. That is right.

Q. That was promptly done, was it not?

A. It was.

Q. And of course as a member of the Alliance it is optional whether you desire to have your dues deducted from the pay check or whether you pay them direct, is it not?

A. That is right.

Q. If you desire to have them deducted from your pay you sign a little card which goes to the management authorizing the deduction, isn't that right?

A. That is right.

Q. Mr. Taylor, you mentioned about, I believe, saying that you saw some solicitation for purchases of chances on bowling balls and chickens, and so forth, is that right?

A. That is right.

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Q. Do you remember some three or four years ago when you were selling Christmas cards in the department, you yourself were selling Christmas cards in the department over to the wire mill on company time?

A. That is right.

353 Redirect examination by Mr. ROSELL:

Q. I believe you testified, Mr. Taylor—correct me if I misstate what you said—that about thirty-five or forty-five days, I think you said that the men found out that the KEA would either bust up or something would happen to it about thirty-five or forty-five days after it was done?

A. That the men found out about that?

Q. Is that right?

A. No, I believe my statement was as far as my knowledge that most everybody in the plant knew it within thirty or forty-five days.

Q. How soon after and how much before that, if it was, was the Alliance formed?

A. Well, I heard quite a bit of talk about them forming the Alliance about the same time that the KEA was outlawed.

Q. I believe you testified you have seen a lot of solicitation—you even said just now that you sold Christmas cards in the plant?

A. That is right.

Q. Was that with the knowledge of your foreman?

A. Oh, yes, I sold my foreman Christmas cards.

357 Q. Mr. Taylor, have you ever seen—strike that.

358 How many shifts a day do you work?

A. How many shifts a day?

Q. Yes.

A. Well, we work eight hours, one shift; sometimes they work twelve hours, a shift and a half.

Q. Do you know how many shifts Mr. Hogue works?

A. He is supposed to work one shift a day.

Q. Have you ever seen Mr. Hogue talking to the men in the plant in the fashion you described when he was not working that shift?

A. Yes.

Q. And when he would be dressed in his street clothes?

A. That is right.

Q. Would he have any tools with him?

A. No, sir.

Mr. Rosell. That is all.

Recross examination by Mr. Barr:

Q. Mr. Taylor, did you ever come down to the Keystone plant in your regular street clothes, without being in your working clothes, off of working hours?

A. I don't think so in the last four or five years. I would certainly say not ever since the war. The only time I done that was, to the best of my knowledge, when I went to see Mr. Moritz.

Q. You have been in the plant and talked to other
359 men besides Mr. Moritz, have you not, in the last two years?

Trial Examiner Myers. I did not hear that question. Will the reporter read the question, please?

(Record read.)

Mr. Rosell. I will object to the question, that there is no time as to when that question is placed for.

Trial Examiner Myers. The objection is overruled.

The Witness. Will you read the question once more, please?

(Record read.)

The Witness. I would answer that by saying yes, on—before or after working hours.

Mr. Barr. On or after, that is all.

Trial Examiner Myers. What do you mean on or after?

The Witness. Within the next half hour or hour.

By Trial Examiner Myers:

Q. You mean you might have gotten in a half hour before or stayed a half hour later?

A. That is right.

Q. And you might walk around talking to employees?

A. Probably, but I would be in the galvanizing department if I did.

Q. Pardon?

A. I would be in my own department if I did.

Trial Examiner Myers. Do you have any further questions, gentlemen?

360 Mr. Rosell. Yes, I have one more question.

Redirect examination by Mr. Rosell:

Q. Mr. Taylor, what shift does Mr. Hogue work?

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A. Mr. Hogue has worked the last shift, I would say, for the duration of his presidency of the ISWA.

Q. That is from 11 p. m., about then, to 7 a. m.?

A. That is right, 10:30, if I am not mistaken. They go to work a half hour earlier.

Q. Then that would be about from 10:30 p. m. to 6:30 the next morning?

A. That is right.

Q. Have you seen Mr. Hogue in the plant during the daytime?

A. I have.

Q. How would he be dressed?

Q. In his street clothes.

Q. Have you seen him in your department?

A. I have.

Q. Have you seen him talking to men or groups of men in the fashion you previously described?

A. I have.

Q. Would he have his tools with him then?

A. No, sir.

Q. Now, in order to get into the plant what do you have to do when you are not on your working hours?

361 A. I have to go to the employment office and get a pass from the employment man. It is a little white card.

Q. How frequently have you done that in the last three years?

A. I would say it has not been done over once or twice.

Q. How frequently have you seen Mr. Hogue in there in your department on shifts other than the last shift when he is supposed to be working?

A. In how long a time?

Q. Well, within the last two years.

A. I would say four or five, maybe six at the least.

Q. In your department?

A. That is right.

Mr. Rosell. That is all.

Recross examination by Mr. McGrath:

Q. Mr. Taylor, you could have come in four, five or six times too, if you had wished, couldn't you?

A. The only time to my knowledge was, when I was in

that plant in street clothes, was as I said before maybe a half an hour before or a half an hour afterwards.

Q. But you could have come in by complying with the rules?

A. If I wanted to meet with the foreman, I could have, yes.

By Mr. McGrath:

Q. Mr. Taylor, do you know that maintenance men, do you know if maintenance men go into the plant under the same procedure as other employees?

362 A. To my knowledge the maintenance man is called. He does not come in on his own free will.

Q. That is as far as you know about it?

A. That is right.

Trial Examiner Myers. Are there any further questions of this witness?

By Mr. Barr:

Q. Do you know that Mr. Hogue is president of the Alliance?

A. I know that.

Q. And at various times they have meetings with members of the Alliance committee, with the management, in the daytime?

A. That is right.

Q. And would that not be some, might not that be the reason he was there at the times you saw him, as far as you know?

Mr. Roskil. I object.

Trial Examiner Myers. The objection is overruled.

The Witness. That could be some of the cases, yes.

375 Wallace Covington was called as a witness by and on behalf of the National Labor Relations Board, having been first duly sworn, was examined and testified as follows:

Direct examination by Trial Examiner Myers:

Q. What is your name?

A. Wallace Covington.

Q. Will you spell your last name for the record?

A. C-o-v-i-n-g-t-o-n.

Q. Where do you live, Mr. Covington?

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A. 112 Hill Avenue, Bartonville, Illinois.

Trial Examiner Myers. You may be seated, Mr. Covington.

You may proceed, Mr. Rosell.

By Mr. Rosell:

Q. Where do you work, Mr. Covington?

A. How is that?

Q. Where do you work?

A. Galvanizing department.

Q. For what company?

376 A. Keystone.

Q. Steel & Wire Company?

A. Steel & Wire Company.

Q. How long have you worked there?

A. About ten—ten years.

Q. And were you a member of the Keystone Employees Association, Mr. Covington?

A. Yes, sir.

Q. Do you recall the first meeting where the Keystone Employees Association was organized?

A. No, I was not working there then.

Q. Pardon?

A. I was not working there when they organized. They were organized in 1933, early in 1933, and I started there in December.

Q. Of 1933?

A. 1933?

Q. Did you join the K. E. A. when you came to work there?

A. Yes, sir.

Q. Were you ever a member of the K. E. A. general committee?

A. No, sir.

Q. All through its existence?

A. I never was an officer.

Q. That is a department representative?

377 A. No.

Q. Were you ever an officer of the K. E. A.?

A. No, sir.

Q. Were you ever a member of any of the K. E. A. committees like the seniority or wages committee?

A. No, sir.

Q. Did you ever attend any K. E. A. meetings?
A. Yes, sir.
Q. Were you paid for the attendance at those meetings?
A. Yes, sir.
Q. By whom were you paid?
A. By the company.
Q. Where would those meetings be held?
A. Over the main office in the galvanizing department.
Q. Did you join the I. S. W. A. when it was formed?
A. Yes, sir.
Q. Who signed you up in that?
A. Well, now, I can't just recall his name.

By Trial Examiner Myers:

Q. Did you join the Alliance when it was formed at the time of its formation?
A. Yes, sir.
Q. I thought you said before that you weren't there when it was formed?
Mr. McGrath. Mr. Examiner, that was the K. E. A. he was asked about.
378 Trial Examiner Myers. Oh!
The Witness. That was the K. E. A.
Trial Examiner Myers. I see. Excuse me.

By Mr. Roskll:

Q. Do you know Mr. Russell Strantz?
A. I know him, but I don't think he is the guy who signed me up.
Q. Where were you signed up, do you know where?
A. I was on the job working.
Q. And were the others signed up at the same time you were?
A. Yes, sir.
Q. On the job?
A. Yes, sir.
Q. Did you see it?
A. Yes, sir.
Q. In other words, you were among a group of men in your department signed up at the same time?
A. Well, I was on one frame and they were on the others. I could see them signed up.
Q. At the same time you did?

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A. Yes.

Q. In relation to the time the I. S. W. A. got started, how long before or after it got started were you signed up?

A. Well, it wasn't so long.

Q. Can you judge or estimate how long?

A. Oh, I imagine a couple of weeks.

379 Q. Were you a member of the Red Brands ball club?

A. Yes, sir.

Q. At any time?

A. Yes, sir.

Q. During what years were you a member, if you can recall?

A. I played in 1934, 1935, and 1936.

Q. Were you a member of the Red Brands at the time the ball field,—the stands were built on the ball field?

A. Yes, sir.

Q. Did you help in building that?

A. I worked on it, I worked on the diamond.

Q. Now, do you know who sponsored the Red Brands?

A. Well, it was sponsored by the K. E. A.

Q. And did they charge admission charges to those ball games?

A. Yes, sir.

Q. As a member of the ball club do you know what happened to the proceeds or the admission charges?

A. No, I don't know nothing about that.

Q. Pardon?

A. I don't know nothing about that part of it.

Q. Do you know if the K. E. A. had anything to do with it?

A. Oh, yes, I know that the K. E. A. was supposed to take care of the ball club and run it.

Q. Did you join the C. I. O.?

380 A. Yes, sir.

Q. When it was organized at the plant?

A. Yes, sir.

Q. Do you know about when you joined?

A. November, 1942.

Trial Examiner Myers. Mr. Reporter, what was the last question?

(Record read.)

Trial Examiner MYERS. Thank you.

By Mr. ROSELL:

Q. After you joined the C. I. O. were you ousted from the I. S. W. A.?

A. Yes, sir.

Mr. ROSELL. I will ask the reporter to mark this document as Board's Exhibit No. 39 for identification.

(Thereupon the document above referred to was marked "Board's Exhibit No. 39" for identification.)

By Mr. ROSELL:

Q. Mr. Witness, I will show you what has been marked as Board's Exhibit No. 39 for identification and I will ask you if you have ever seen that before.

A. Yes, I have seen it.

Mr. BAER. May I see it, please?

Mr. ROSELL. Certainly (handing document to counsel).

By Mr. ROSELL:

Q. Where did you see this before?

A. It got it through the mail.

381 Q. What mail, the United States mail?

A. No, sir.

Q. Well, what mail do you mean?

A. Well, it comes through the company and it did not have no stamp on it.

Mr. CHAMPION. He means mail, I suppose, doesn't he? What does he mean, when he says it comes through the company.

By Trial Examiner MYERS:

Q. What do you mean by mail and "it comes through the company"?

A. Well, it was just wrote and put in the mail box in our department.

By Mr. ROSELL:

Q. Do you mean the company mail system?

A. The company mail system.

Q. In other words, you have boxes where mail goes that is sent through the various departments?

A. Yes, sir.

Q. Is this the original that you received? This is the

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document, this document is the paper you received, is it not?

A. Yes, sir.

Trial Examiner MYERS. Mr. Witness, do *you* shake your head. You will have to answer or this man cannot put it down.

By Mr. ROSELL:

Q. Would you give your answer?

A. Yes, sir.

382 By Trial Examiner MYERS:

Q. When did you receive it?

Mr. ROSELL. I was about to ask him that.

Trial Examiner MYERS. Go ahead.

By Mr. ROSELL:

Q. Did you receive this about the date it bears?

A. Yes, sir.

Q. Is that in the same condition as when you received it?

A. Yes, sir.

Q. Who sent that to you?

A. Hogue.

Mr. ROSELL. I am offering this document as Board's Exhibit No. 39 and I am not offering any copies at this point because I believe it is an exact duplicate of Board's Exhibit 37.

Trial Examiner MYERS. Is there any objection?

Mr. BAER. None by the company.

Trial Examiner MYERS. Mr. Champion, do you have any objection?

Mr. CHAMPION. No objection.

Trial Examiner MYERS. There being no objection it may be received in evidence, and I will ask the reporter to please mark it as Board's Exhibit No. 39 and a copy thereof or, rather, the duplicate thereof is hereby waived.

(The document heretofore marked "Board's Exhibit No. 39" for identification was received in evidence.)

383 By Mr. ROSELL:

Q. Do you know Mr. Lee Forbes?

A. Yes, sir.

Q. Who is Lee Forbes?

A. Well, he is the chairman in the galvanizing department.

Q. He is an employee in the department, too?

A. At Keystone.

Q. At about the time you received that letter did you have a conversation with Mr. Forbes pertaining to that letter?

A. Yes, sir.

Q. What did Mr. Forbes say to you and what did you say to Mr. Forbes?

A. Well, he read the letter and he told me that I wouldn't get no more representation from them.

Q. Did he say anything to you about grievances?

A. He said that they wouldn't take up no grievances for me.

Q. Have you seen Mr. Hogue in your department at various times?

A. Yes, sir.

Q. While you were at work?

A. Yes, sir.

Q. Has he to your knowledge and have you—I mean, have you seen him and have you heard him discuss Alliance business in your department?

A. Yes, sir.

384 Q. Have you seen him talk to more than one man at a time?

A. Yes, sir.

Q. And would this be on his working hours?

A. Yes, sir.

Q. How frequently have you seen him do this?

A. Well, he works nights and whenever I am on nights I see him practically every night.

Q. Have you seen any men selling tickets in your department?

A. Yes, sir.

Q. Have you seen them soliciting for the sale of punchboards?

A. Yes, sir.

Q. And check pools?

A. Yes, sir.

By Trial Examiner Myers:

Q. What are check pools?

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A. It is chances on certain things, and the money goes to some kid or other, to put him through school, ain't it?

Q. Did you ever take a chance?

A. Yes, sir.

Q. What were you supposed to win?

A. I think it was a chance on a bowling ball or something that way.

By Mr. Rosell:

Q. Who sold this ticket on the bowling ball?

A. Keller.

Q. What is his job there?

A. He is the boss.

Q. Do you know about when that was?

A. That has been about two year ago, I think, or a year ago.

Homer Coward was called as a witness by and on behalf of the National Labor Relations Board, having been first duly sworn, was examined and testified as follows:

Direct examination by Trial Examiner Myers:

Q. What is your name?

A. Homer Coward.

Q. How do you spell your last name?

A. C-o-w-a-r-d.

Q. Where do you live, Mr. Coward?

A. 108 Wisconsin, Peoria.

By Mr. Rosell:

Q. Where do you work, Mr. Coward?

A. Keystone Steel & Wire Company.

Q. How long have you worked there?

A. It is getting close to twenty-three years now, I believe.

Q. Were you a member of the K. E. A.?

A. Yes, sir, I was.

Q. Do you recall when the K. E. A. got started?

A. The K. E. A. got started in 1933, I believe, it was.

Q. Do you know Mr. Buchanan?

A. Yes.

Q. Did you ever see him in attendance at any K. E. A. meetings?

A. Oh, yes, several times.

391 Q. Where were these meetings held?

A. At first they was held in some conference room on the side, in the wire mill side, I believe it was, I have forgotten just exactly where it was.

By Trial Examiner Myers:

Q. Well, were they held in the plant?

A. They were held in the plant, yes.

By Mr. Rosell:

Q. Did you attend these meetings?

A. I did.

Q. Were you a K. E. A. committeeman at any time?

A. Yes, I was.

Q. Do you know what year?

A. Well, 1933, 1934, and 1935, and I am not so sure about 1936 whether I was a committeeman that year or not. I have forgotten. However, I believe I was a committeeman the first four years.

Q. Did the K. E. A. have members besides who were on the general committee?

A. Yes.

Q. Did those members attend the meetings?

A. Yes.

Q. When you were attending the K. E. A. meetings were you paid for attendance?

A. I was.

Q. By whom were you paid?

392 A. The company, Keystone Steel & Wire Company.

Q. When were these meetings held in relation to your working hours? Were they held while you were working, during your working hours?

A. You mean the general meetings, do you?

Q. That is right.

A. Yes, they were held at three o'clock in the afternoons.

Q. Sometime would you be home when a meeting was being held?

A. That is right.

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Q. On those occasions when you attended a meeting were you paid, for that time?

A. Yes.

Mr. Champion. I am sorry, I cannot hear him.

Trial Examiner Myers. Speak up louder.

By Mr. Rosell:

Q. In other words, you would come from home to attend a meeting at the plant premises, is that right?

A. That is right.

Q. And then you would be paid?

A. That is right.

Q. By whom would you be paid?

A. The Keystone Steel & Wire Company.

Q. Now, do you know whether the members whom you said also attended and were not members of the
393 general committee, would they be paid for attendance at meetings?

A. The best I remember they weren't paid at the general meetings, the members, but when they were paid was when we had them for witnesses on cases.

Q. Do you mean on grievances?

A. On grievances, yes, sir. That is the way I remember it. For instance, if I wanted a member as a committeeman and he went along, he signed a card and at the time I was chairman I signed his card and he got paid.

Q. Now, let me see if you follow me: Would employees attend a meeting during working hours who were not members of the general committee and would attend general committee meetings?

A. During working hours?

Q. That is right, if you know.

A. Well, it strikes me they did get some pay for that while they were working.

Q. Do you know if they were deducted for attending a meeting?

A. I never heard of anybody being deducted.

Q. Do you know Mr. Steve Conway?

A. Yes, I do.

Q. Who is he?

A. He is a foreman in my department, in the department I work in.

394 Q. Did you join the C. I. O.?

A. I did.

Q. Did you have a conversation with Mr. Conway about the C. I. O.?

A. Well——

Mr. CHAMPION. Where?

The WITNESS. Well, the conversation wasn't very much——

By Mr. ROSELL:

Q. Mr. Witness, please take your hand away from your mouth.

A. (Continuing.) We were discussing the C. I. O., a bunch of us were in the room where we go for lunch.

Q. When was this?

A. I don't remember the date but it has been about, oh, I would say about a year and a half ago.

Q. Was this after you—when did you join the C. I. O.?

A. I joined the C. I. O., I think, in the last of 1942.

Q. And was this at about the time you joined?

A. I think it was a little bit before; it might have been after, but I think it was a little bit before.

Mr. CHAMPION. Mr. Examiner, may I interrupt just a moment.

Trial Examiner MYERS. Certainly.

Mr. CHAMPION. He said he joined the C. I. O. some time in 1942. Did he designate a month? I did not hear.

Trial Examiner MYERS. Will the reporter please
395 read that answer to Mr. Champion?

(Record read.)

Mr. CHAMPION. Thank you.

By Mr. ROSELL:

Q. And what did Mr. Conway say to you?

Mr. CHAMPION. Now, when was this. Just a moment, please. Have you fixed the time of this conversation?

Trial Examiner MYERS. Will the reporter please read the last four or five questions and answers for Mr. Champion, please?

(Record read.)

Mr. CHAMPION. Very well, thank you.

By Mr. ROSELL:

Q. What did Mr. Conway say to you?

A. He just stepped to the door and he listened to what

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we were talking about and then he says to me, "What do you want with the C. I. O. here," and I think my answer was that, "You probably would not know." I think that is what I said to him. That was all that was said between me and him.

Q. Do you know Mr. Al Goetz?

A. Yes, I know him.

Q. What is his job with the company?

A. Superintendent of the steel mill, open hearth.

Q. Were you ever an I. S. W. A. committeeman?

A. Yes, I was.

Q. A department representative?

A. Yes.

396 Q. As such department representative were you present at a conversation with Mr. Goetz pertaining to some grievances?

A. Yes, I was.

Q. About when was this?

A. That is going to be awfully hard, to remember that date.

Q. Approximately.

A. I really don't remember. It was in 1943.

Q. 1943?

A. Yes.

By Trial Examiner MYERS:

Q. Last year; some time last year?

A. Yes, in the early part of 1943, I think.

Trial Examiner MYERS. Go ahead.

By Mr. ROSELL:

Q. Where did this conversation take place?

A. In Mr. Al Sommer's office.

Q. And what did Mr. Goetz say at that time, if you recall?

Trial Examiner MYERS. Who was present there?

The WITNESS. Who was present at the meetings?

Trial Examiner MYERS. Yes.

The WITNESS. Mr. Sommer.

Trial Examiner MYERS. Mr. Al Sommer?

The WITNESS. Al Sommer, Al Goetz, Bruce Hogue——

Trial Examiner MYERS. Who?

The WITNESS. Bruce Hogue, Algie Bitner——

Trial Examiner MYERS. How do you spell that
397 man's last name?

The WITNESS. B-i-t-n-e-r, I believe it is——
(Continuing.) And Frank Hess and Frank Link—I don't know spell that name, but it was Frank Link.

By Mr. ROSELL:

Q. Now, Mr. Witness——

Trial Examiner MYERS. Wait now.

The WITNESS. (Continuing.) John Renick.

By Trial Examiner MYERS:

Q. Anybody else besides yourself?

A. And myself. I don't recall any more just now.

Q. What was said and by whom?

A. Well, we had a grievance meeting there that day and the case had been hanging on for quite a while through the delay of our committee, it had been hanging over for quite a while, so they finally got a meeting on this particular case and Mr. Goetz came in and started the meeting. He said, "I think we should dispose of this case immediately because it involves our union."

By Mr. ROSELL:

Q. Was the grievance discussed?

A. Yes, the grievance was discussed then, and the case was settled.

Mr. ROSELL. That is all from the Board on this witness.

Trial Examiner MYERS. Do you have any questions, Mr. McGrath?

398 Cross examination by Mr. MCGRATH:

Q. Did you say the whole thing was settled?

A. It was settled, yes.

399 By Mr. MCGRATH:

Q. I did not just quite understand, who did you take this grievance up with?

A. I think I made a slight mistake there in saying 1943 instead of 1942. That case was handled in 1942.

By Trial Examiner MYERS:

Q. Whose grievance was it? That is what Mr. McGrath wants to know.

A. It was a grievance between Frank Link and I think

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about four other men in his department owing to the nature of the case.

By Mr. McGrath:

Q. And you took it up?

A. When I was a member of the committee in my department.

Q. You were a member of the Alliance at that time?

A. That is right.

Q. And you took the matter up with the grievance committee of the Alliance?

A. Yes.

Q. And the matter was settled?

A. Yes.

Q. Were you a member of the C. I. O. at that time?

A. Not at that time, no.

Mr. McGrath. That is all.

400 Redirect examination by Mr. Rosell:

Q. Mr. Coward, was that your own personal grievance?

A. No.

410 Jake Heuermann was called as a witness by and on behalf of the National Labor Relations Board, having been first duly sworn, was examined and testified as follows:

Direct examination by Trial Examiner Myers:

Q. What is your name?

A. Jake Heuermann.

Q. How do you spell your last name?

A. H-e-u-e-r-m-a-n-n.

Q. Where do you live, Mr. Heuermann?

A. 326 Lydia Street, Peoria.

411 By Mr. Rosell:

Q. Where do you work?

A. Keystone.

Q. How long have you worked there?

A. As far as I can recall, about fourteen or fifteen years.

Q. Where do you now work?

A. In the die room.

Q. Were you a member of the K. E. A.?

A. Yes, sir.

Q. Were you working for the company when the Alliance was started?

A. Yes, sir.

Q. Were you a member of the Alliance?

A. Yes, sir.

Q. Do you know who signed you up in the Alliance?

A. Right now I just can't recall.

Q. Do you know where you were signed up?

A. It means to me like it was when I was in the trucking department, while we were at work.

422 Mr. SWANSON. Mr. Examiner, if you please, my name is Samuel A. Swanson, the International Representative of the United Farm Equipment & Metal Workers Union, C. I. O. In the absence of Mr. Meyers, our chief counsel, the union at this time would like to move that the third amended charge be amended with the following language, that the company did, about December, 1940, promulgate and cause to be circulated among its employees, a rule prohibiting all forms of solicitation, including solicitation for labor organizations upon the company's property, and providing that violations thereof would be considered ground for disciplinary action and thereafter said rule was used by the company to protect the Independent Steel Workers Alliance and impede the undersigned union's organizational campaign.

Trial Examiner MYERS. Well, I have not any authority to permit you to file an amended charge. That

423 right is a matter of cause. The union may, or any party may file as many amended charges as they want.

Mr. ROSELL. I realize it can only be filed with the director.

Trial Examiner MYERS. Or with his representative.

Mr. ROSELL. That is right. I, however, in behalf of the Board, do offer and move at this time that Paragraph 11 of the complaint, which was issued by the Regional Director of the Thirteenth Region of the National Labor Relations Board, George J. Bott, to amend the complaint on Paragraph 11, and to delete the period after the word "union" in that paragraph.

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Trial Examiner MYERS. The last word?

Mr. ROSELL. That is right, and to add thereafter the following language:

424 "And did on or about December, 1940, promulgate and cause to be circulated among its employees, a rule prohibiting all forms of solicitation, including solicitations for labor organizations, upon the respondent's property and providing that violation thereof would be grounds for disciplinary action, and thereafter said rule was used by the respondent to protect the Alliance and to impede the union's organizational campaign,"

at that point, I move that Paragraph 11 be amended in that respect and with that language as read by myself.

426 Mr. BAER. Mr. Examiner, we have no objection in so far as the amendment to Paragraph 11 is concerned, except that we would also wish the right then to amend our answer, denying, not the regulations—I don't know if he wants to determine the facts, or after determining what the facts are, we would certainly want to deny, if what Mr. Rosell says is true, that it was used in any way along the lines he suggested. As far as we are concerned, the company, the amendment can extend into Paragraph 11, without going into the matter that Mr. Swanson brought out without our right to file an answer to our particular amendment.

Trial Examiner MYERS. Do you want to file a new or second amended answer, or do you want your amended answer to be deemed as a denial of this new allegation?

Mr. BAER. Of the new allegation, pertaining to the wrongful use of that regulation, if it was made; in fact, if the Examiner will rule, he will incorporate that denial, then we are satisfied in that status.

Trial Examiner MYERS. I will consider your answer as denying this new allegation.

Mr. BAER. Pertaining to the wrongful use of any regulation, if there was one.

Trial Examiner MYERS. That is right.

Mr. BAER. Okay.

Mr. MCGRATH. Have you got the regulations

427 there, Mr. Rosell?

Mr. ROSELL. Do you mean the Board's rules and regulations?

Mr. MCGRATH. I mean, what you claim is the regulation, did they issue it in writing, that rule prohibiting the solicitation?

Trial Examiner MYERS. Well, what Mr. McGrath wants to know is whether you claim that it was a written rule of the respondent's, in violation of the Act, or is it some oral rule.

Mr. ROSELL. It is a written rule, if the Trial Examiner please.

Mr. MCGRATH. Well, if there is, we understand we have such a rule and regulation.

Trial Examiner MYERS. You wanted to be sure what rule he was referring to?

Mr. MCGRATH. I want to be sure the rule is a correct rule.

Mr. BAER. It is referred to as the Labor Relations Book.

Trial Examiner MYERS. Referred to in Board's Exhibit No. 22, you mean, the rule referred to in Board's Exhibit No. 22, Mr. Rosell?

Mr. ROSELL. That is correct, Mr. Examiner.

Mr. MCGRATH. We admit the existence of that regulation and we merely want our answer to deny any improper use of that rule.

428 Trial Examiner MYERS. I will overrule your objection, Mr. Champion.

Mr. CHAMPION. Then, Mr. Examiner, I would like leave to amend my answer, the answer on behalf of the Alliance.

Trial Examiner MYERS. To be deemed as denying the allegations as proposed by Mr. Rosell?

Mr. CHAMPION. That is right.

Trial Examiner MYERS. Very well, the motion is granted.

The reason I am overruling your objection, Mr. Champion, I do not see how your client can be prejudiced by this new allegation.

Mr. CHAMPION. The only way I could see, Mr. Examiner, and I believe I get your point, is, if there were such a rule, and there may have been, it is alleged that it was,—that the company permitted it to be used to the benefit

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of the Alliance. That is where I think we might be affected.

Trial Examiner Myers. Yes.

Mr. Rosell. If the Trial Examiner please, in order to facilitate and remove any doubts, as to the language of my language, I will have marked as Board's Exhibit No. 1-F an amendment to our complaint, as read by me, so that it can be attached to the complaint, and I ask leave to have it marked as Board's Exhibit No. 1-F, and attached to the complaint.

(Thereupon the document above referred to was marked "Board's Exhibit No. 1-F" for identification.)

429 Trial Examiner Myers. Is there any objection to that by any of the parties?

Mr. Champion. I——

Mr. Rosell. I offer this document in evidence as Board's Exhibit No. 1-F.

Trial Examiner Myers. Is there any objection to the paper going into evidence?

(No response.)

Hearing no objection, the paper is received in evidence, and I will ask the reporter to please mark it as Board's Exhibit No. 1-F.

(The document heretofore marked "Board's Exhibit No. 1-F" for identification was received in evidence.)

Trial Examiner Myers. The motion to amend is hereby granted and the answers of the respondent and the intervener are deemed to include a denial of this new allegation.

When I say the answer of the respondent, I mean the amended answer of the respondent.

Mr. Baer. Mr. Examiner, in view of the Board's rules and regulations, that state that if any allegation is not denied, that the same is considered to be admitted, and the question that we have in our minds is as to whether or not an answer made orally, as we have done, may not be sufficient. We would like to reserve the right to supply a brief written denial of the allegations at the proper time.

430 WINFRED HOUT was called as a witness by and on behalf of the National Labor Relations Board, having been first duly sworn, was examined and testified as follows:

Direct examination by Trial Examiner MYERS:

Q. What is your name, sir?
A. Winfred Hout.
Q. Will you spell your full name, please?
A. W-i-n-f-r-e-d H-o-u-t.
Q. Where do you live, Mr. Hout?
A. 325 Buena Vista, Bartonville, Illinois.
Trial Examiner MYERS. You may be seated, sir. You may proceed, Mr. Rosell.

By Mr. ROSELL:

Q. Where do you work, Mr. Hout?
431 A. Keystone Steel & Wire Company.
Q. How long have you worked there?
A. I worked there three different times.
Q. When is the first time you started there?
A. In 1919.
Q. How long did you stay there then?
A. Only about two months.
Q. When did you start back again?
A. In 1926.
Q. How long did you work there then?
A. About a year.
Q. When did you come back?
A. In 1933.
Q. You have been there ever since?
A. September.
Q. September, did you say?
A. Yes, sir.
Q. Are you a member of the Keystone Employees Association?
A. Yes, sir.
Q. Were you ever a committee man?
A. No, sir.
Q. Of the K. E. A.?
A. No, sir.
Q. During the time it functioned at the plant, I mean, it was in existence there——

A. Yes, sir.

Q. (Continuing.) Do you understand—at any time, were you a committee man?

A. No, sir.

Q. Well, during the life of the K. E. A., do you know whether you were an officer of it? Were you ever an officer?

A. No, sir.

Q. Were you ever a member of any of the committees, like the seniority and wages of the K. E. A.?

A. Never.

Q. Did you attend K. E. A. meetings?

A. Yes, sir.

Q. Where were they held?

A. They were held in the conference room above the fence shop in the galvanizing department.

Q. That is on the premises?

A. Yes, sir.

By Trial Examiner Myers:

Q. Were you a member of the K. E. A.?

A. Yes, sir.

By Mr. Rosell:

Q. When did you attend these meetings?

A. When?

Q. That is right—were they during working hours or after working hours?

A. Well, I attended during working hours, and when I wasn't working.

Q. When you attended during working hours, what would you do before you went to the meeting?

A. I would get permission from the foreman to go to the meeting and let my work go for a while, and then work harder to catch up.

Q. Did you go up there?

A. Yes, sir.

Q. Were you paid for the time you attended this meeting?

A. Not if I was supposed to be working.

Q. Pardon?

A. Not if I was supposed to be working in the department, I was not paid.

Q. Well, were you docked for the time?

A. No, sir, I was paid for my regular job.

Q. That is right, but were you docked for the time that you went up to the meeting?

A. No, sir.

Q. You got your regular pay for the hours?

A. Yes, sir; yes, sir.

Q. Now, who paid you?

A. Keystone Steel & Wire Company.

Q. Can you tell us what was discussed at these meetings, generally speaking?

A. Well——

Mr. CHAMPION. Just a minute. Mr. Examiner, I
434 think there ought to be a little more definiteness about the inquiry as to the time. I do not know what year it was, whether it was in 1933 or 1935.

Trial Examiner MYERS. What about that, Mr. Rosell?

Mr. ROSELL. All right, I will try to place the time.

Trial Examiner MYERS. Do you withdraw your question?

Mr. ROSELL. I will withdraw the question and see if I can place the time at any particular date.

By Mr. ROSELL:

Q. Did you attend any K.E.A. meetings during 1936?

A. Yes, sir.

Q. At these meetings which you attended, who would be there?

A. Well, our department representatives, and any of the employees belonging to that department.

Q. You mean the department where you were working?

A. Yes, sir.

Q. What department was that, in 1936?

A. The galvanizing department.

Q. In 1936, when you attended these galvanizing department K.E.A. meetings, can you tell the Examiner, if you can recall, any of the subjects which you discussed at those meetings?

A. I remember at one or two meetings where we discussed the question of wages, asking for a raise, but at some of the meetings we would not discuss anything.
435 We would be there just for the money, say as high as three hours. That is all we were allowed, three hours.

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Q. How much would you get paid per hour?
A. Fifty cents per hour.
Q. What was the most you could get for attending K.E.A. meetings?
A. $1.50.
Q. And who would pay you this money?
A. The Keystone Steel & Wire Company.
Q. What would you get, a separate check or——
A. No, that was on our regular check.
Q. Pay check?
A. Yes, sir.
Q. Did you join the Alliance?
A. Yes, sir.
Q. About when did you join the Alliance?
A. Some time in 1937.
Q. Do you remember what part of the year it was?
A. No, sir, I don't.
Q. Do you know if it was in the fall or spring or summer?
A. I believe it was in the fall.
Q. Do you know who signed you up in the Alliance?
A. Mr. Bruce Hogue.
Q. Do you recall where you were when he signed you up?
A. Yes, sir, at the weighers' desk, in the galvan-
436 izing department.
Q. Was that during your working hours?
A. Yes, sir.

By Trial Examiner Myers:

Q. What time of the day was it?
A. That was at night, sir.

By Mr. Rosell:

Q. Since that time, have you seen other employees, other than yourself, sign membership cards to join the Alliance, in the plant?
A. Yes, sir.
Q. When was the last time you saw that?
A. About a month ago.
Q. Where?
A. Over on frame 7.
Q. Who did you see?
A. I saw a man by the name of Frevert.

By Trial Examiner Myers:

Q. Saw him do what?

A. I saw him sign an application for membership in the I.S.W.A.

By Mr. Rosell:

Q. Who was there with him?

A. Mr. Lee Forbes.

438 By Mr. Rosell:

Q. Have you seen any other instances of that before, or after that?

A. Yes, sir, before, I saw Mr. Michaelson sign up a man.

Q. Do you know who it was?

A. I don't remember right now who it was.

By Trial Examiner Myers:

Q. What is Mr. Michaelson's first name?

A. John.

Q. You saw him sign up another man, did you say?

A. Yes, sir.

By Mr. Rosell:

Q. Where was this?

A. That was in frame 2.

Q. When?

A. That was before I saw Forbes.

Q. How much before, I mean?

A. I would say about a month before.

Q. That would make that about two months ago?

A. About two months ago, yes, sir.

439 Q. Did you hear the conversation there?

A. No, sir.

Q. Was that during the working hours of Michaelson?

A. Yes, sir.

Q. Was this other man working?

A. He was supposed to be, yes, sir.

Q. Was anyone else around there at that time?

A. There were others around. I don't remember who they were.

Q. Have you ever seen anybody go around soliciting the sale of tickets in there?

A. Yes, sir. Well, when they had the Alliance stag, I bought a ticket from Marvin Merritt.

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Q. In the plant?
A. Yes, sir.
Q. How long ago was that?
A. Oh, that has been at least two years. I don't know when that stag was held now.
Q. Well, can you judge about? Would you say two years is about the time?
A. It was that long, anyway, I believe.
Q. Do you know Mr. Bill Dukes?
A. Yes, sir.
Q. Did he ever solicit the sale of tickets around there?
A. Yes, sir.
440 Q. Where?
A. On frame 1 in the galvanizing department.
Q. By the way, were these Alliance stag tickets sold only to you, or sold to other fellows?
A. They were sold to other fellows. Another fellow bought one when I did.
Q. Were they sold throughout the department?
A. Yes, sir.
Q. What did Dukes sell?
A. He sold chances on poultry.

By Trial Examiner MYERS:

Q. On a what?
A. On poultry. I bought a chance on a turkey.

By Mr. ROSELL:

Q. When was that?
A. Oh, that was a couple of years ago. I think I bought chances on those at different times, each year.
Q. About what time of the year would he sell them?
A. About November.
Q. You mean, Thanksgiving time?
A. Yes, sir.

By Trial Examiner MYERS:

Q. How many years did you say he had been doing this?
A. I would say for two or three years, that I know of.
Q. For the past two or three years?
A. Yes, sir.

By Mr. ROSELL:

441 Q. Have you ever seen any fellows sell chances on a check pool in your department?

A. Yes, sir, I have seen that.
Q. When was that?
A. Well, that was a little over a year ago.
Q. Would most of the men participate in these pools?
A. I don't think very many took part in the check pools.
Q. Mr. Hout, do you remember the sale of tickets for a bowling ball, or chances on a bowling ball?
A. Yes, sir.
Q. Who sold those?
A. Elmer Keller, the foreman of the galvanizing department.
Q. Did you buy one?
A. No, sir.
Q. Did he try to sell you one?
A. Yes, sir.
Q. How long ago was that?
A. That was a couple of years ago, I believe.

444 By Mr. Rosell:
Q. Are you a member of the C. I. O.?
A. Yes, sir.
Q. Over at the Keystone Local?
A. Yes, sir.
Q. When did you join?
A. In June, in 1942.
Q. Are you a stewart in the C. I. O. Local?
A. Yes, sir.
445 Q. Do you wear a steward's button?
A. Yes, sir.
Q. Do you know Mr. Ed Yocum?
A. Yes, sir.
Q. Y-o-k-u-m?
A. Y-o-c-u-m.
Q. Who is he?
A. He is a foreman in the galvanizing department.
Q. Did he ever talk to you about the C. I. O.?
A. Yes, sir.
Q. When was this, about?
A. Well, that was in, I think, June of 1942.
Q. Where?
A. In the galvanizing department office?
Q. Was there anybody else there?
A. I don't remember of anybody else being there.

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Q. What did he say and what did you say?

A. He said, "Well, Hout, how are you and the C. I. O. getting along?" I said, "Okay, Ed." Ed said, "Well, we have the Independent Union here, and I don't think you will be any better off in the C. I. O., because they won't get you anything."

By Trial Examiner Myers:

Q. Because what?

A. Because they wouldn't get us anything.

Q. Was this before or after you joined the union?

446 A. That was after I joined the union, sir.

Q. I mean, the C. I. O.?

A. Yes, sir.

By Mr. Rosell:

Q. Did you say anything?

A. No, I did not say anything back.

By Trial Examiner Myers:

Q. How soon after you joined the union did this conversation take place?

A. I would say two or three months.

Q. When did you join the C. I. O.?

A. In June, in 1942.

Q. When did this conversation take place?

A. I would say about three months afterward.

By Mr. Rosell:

Q. What month would that be?

A. I would say it was in August. I am not positive about the date of it, but——

Q. Then do you wish to correct the statement you made, when you said it was June, before?

A. Well, I don't know exactly just when that was.

By Trial Examiner Myers:

Q. What Mr. Rosell said, before you said the conversation took place in June 1942, and then on you said it took place two or three months after you joined the C. I. O., and you said you joined the C. I. O. in June, 1942.

A. I must have misunderstood his question, sir.

By Mr. Rosell:

447 Q. Were you present at a conversation with the superintendent, Moritz——

A. Yes, sir.

Q. Just a minute. Let me finish the question. (Continuing.) In July of 1942?

A. Yes, sir.

Q. Who was there with you?

A. Mr. John Huber and Mr. White.

Q. What is White's first name?

A. Jack.

Q. Where did this take place?

A. In Mr. Moritz' office.

By Trial Examiner Myers:

Q. Was Mr. Moritz there?

A. Yes, sir.

By Mr. Rosell:

Q. Was anyone else there, besides the four of you, Moritz, yourself, White and Huber?

A. No, sir.

Q. Tell us what was said, as best you can recall, at that meeting?

By Trial Examiner Myers:

Q. In the first place, who were the other two men?

A. They were employees of the Keystone.

Q. When was this?

A. In July of 1942.

By Mr. Rosell:

Q. What was said at that time?

448 A. Well, when we went into Mr. Moritz' office, he spoke to Mr. White and Mr. Huber and he looked at me and said, "I don't believe I know you." I said, "My name is Winfred Hout, 'Honest' Hout, they call me, in the galvanizing department."

449 Q. What else was said at that time? Tell us the conversation.

A. I believe it was Mr. Huber that told him they had received a letter about organizing in the plant and asked him, or Mr. Huber asked him if he knew that Mr. Hogue was doing the same thing.

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He said, "No", that he did not know anything about that, so he asked him if——

By Trial Examiner Myers:

Q. Who asked who? Try to give us the names of the parties, because it gets a little involved trying to follow you when you say, "He", and you don't give the names.

A. All right, sir.

I believe Mr. White asked him if he had sent the same kind of a letter to Mr. Hogue and he said, "Yes", so then they began talking of a grievance in the fabric department.

454 Q. Are you still a member of the Alliance?

A. No, sir.

Q. Were you expelled from the Alliance?

455 A. Yes, sir.

Q. How were you informed of your expulsion?

A. By a letter.

Q. From whom?

A. Mr. Bruce Hogue.

Q. Where did you get the letter?

A. I got it in the company—in the galvanizing department mail box, through the company mail.

By Trial Examiner Myers:

Q. When did you get it?

A. I don't remember when that was, sir.

Q. Do you know what year?

A. I believe it was in 1942.

By Mr. Rosell:

Q. How long after you joined the C.I.O., if you know? Can you place the time as of that?

A. It was not very long. I got several letters from Mr. Hogue and he wanted me to come up and defend myself at the meeting, that they had charges against me. I don't remember just when the letter came that said I was expelled from the union.

Q. Were you ever elected a delegate to a C.I.O. convention in 1942?

A. Yes, sir.

Q. When were you elected?

A. I don't remember the date.

Q. Do you know what month it was?

456 A. It was in September of 1942.

Q. Now, at about the time you were elected a delegate to this convention, how many days a week were you working?

A. I was on a four day schedule, on my own job, and when there was any extra work, I would take labor work.

Q. And would you work the same four days of the week, or how would you work it?

A. Yes, sir. The way the schedule run—no, I would not take the same four days. I was on three different shifts. One week I would work days, the next week, the second shift, and the next week, the third shift, but they would arrange that so each one of us would get a week end off.

A. Every three weeks.

Q. What would a week end be?

A. That would usually be Saturday and Sunday. Sometimes it would be Friday, Saturday and Sunday.

458 Q. Can you tell me by looking at the calendar for the year 1942, when the convention was scheduled for?

A. To start on a Thursday.

Q. What day of the month was that?

A. The 10th of September.

Q. And it was going to run for how long?

A. It was supposed to run for three days.

Q. That is, Thursday, Friday and Saturday?

A. Yes.

Q. The 10th, 11th and 12th of September?

A. Yes, sir.

459 Q. 1942?

A. That is right.

Q. Are there work schedules posted in your department?

A. Yes, sir.

Q. When are those schedules posted?

A. On Thursdays.

Q. And that shows when you are to work the next week, is that correct?

A. Yes, sir.

Q. Now, how long before this convention was scheduled were you elected as a delegate, could you estimate that?

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A. I think it was about two weeks.

Q. Do you know Elmer Keller?

A. Yes, sir.

Q. Who is he?

A. He is a foreman of the galvanizing department.

Q. Did you have a conversation with him at about the time you were elected a delegate to the convention?

A. Yes, sir.

Q. Will you describe where it took place, and when, and who was there, and what was said, and by whom?

A. It was on frame 5 of the galvanizing department. I was talking to Victor Montgomery, who is another weigher on the same kind of a job I am. George Strantz, the galvannealer on frame 5 was standing nearby when
460 Elmer Keller, the foreman, came along, just as Victor Montgomery said, "I heard you were elected as a delegate to the C.I.O. convention, Hout."

By Trial Examiner Myers:

Q. Montgomery was talking to you?

A. Yes, sir, Elmer happened to be right there, and he looked at us and smiled and I said, "Yes, I would like to be sure and get off on my regular days, Elmer, if I do," and he said, "I don't know yet, Hout."

By Trial Examiner Myers:

Q. What week end were you supposed to have off, I mean the days?

A. I was supposed to have the week end off, the week the convention was to be.

Q. That is the——

A. That is, if I remember right, I was supposed to have Friday, Saturday and Sunday.

Q. All right. That was the 11th, 12th and 13th of September, is that right?

461 A. Yes, sir.

By Mr. Rosell:

Q. I show you a calendar for the year 1942. Will you look at it and say—oh, tell us which week end the dates mentioned, the dates that you would have been off on your regular week end.

A. On my regular week end I was supposed to be off the 10th, 11th—I beg your pardon, sir. That is not right.

By Trial Examiner MYERS:

Q. Friday, Saturday and Sunday, is that right?

A. Yes, sir.

Q. That is the 11th, 12th and 13th?

A. Yes, sir.

Q. And Montgomery was supposed to have the previous week end, is that right?

A. I believe that is right.

Q. Well, go ahead.

A. Yes, sir, I am sure that is right.

By Mr. ROSELL:

Q. What is that?

By Trial Examiner MYERS:

Q. You are sure now?

462 A. I am pretty sure that is right.

By Mr. ROSELL:

Q. Now, after this conversation with Keller, was a schedule posted for the following week?

A. Yes, sir.

Q. What did that schedule show?

A. That showed that our time had been changed for our week end off. Montgomery wanted his regular week end off and I wanted my regular week end off, but they had changed it so Montgomery had to work his regular week end off and I had to work my regular week end off.

Q. In other words, they switched. Now, what week end were you going to—strike what I just said. What week were you scheduled to have off on the new schedule, on the schedule that went up, pardon me?

A. The one before the convention.

By Trial Examiner MYERS:

Q. You mean the 4th, 5th and 6th of September?

A. (No answer.)

Trial Examiner MYERS. Show him the calendar. I want some dates here.

Mr. ROSELL. Yes, sir. (Handing document to witness.)

The WITNESS. Yes, sir, that is right.

By Mr. ROSELL:

Q. What week end was Montgomery scheduled to get under the schedule that was posted?

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A. He was supposed to get the week end off
463 on the 10th—or I mean, the 11th, 12th and 13th.

Q. In other words, the week end you were supposed to get under the regular schedule, Montgomery got that, is that right?

A. Yes, sir; yes, sir.

Q. And likewise Montgomery got the schedule that you were to have?

A. Yes, sir.

Q. How did you know that at that time?

A. The schedule was posted on the bulletin board for the next week.

Q. You didn't know what week Montgomery was going to get though, did you?

A. Well, the schedule had been running regularly and he had figured it out ahead, see, which week end he was supposed to get off.

Q. Yes, I know that, but on Thursday, the 3rd of September, a schedule came out, is that right?

A. Yes.

Q. Now, when did the schedule come out for the 4th, 5th and 6th of September? What day did that come out?

A. That was on the week before that.

Q. That was some day in August, is that right?

A. Yes, sir.

Q. Now, on that Thursday, the last Thursday in
464 August, the schedule was posted, showing who was going to be off on the 4th, 5th and 6th of September, is that right?

A. Yes, I believe that is right.

Q. Then you knew that you were going to be off that week end, the week end of the 4th?

A. I knew Montgomery would be off.

Q. After the schedule was posted, you knew that you were going to be off?

A. Oh, yes, after the last one was posted.

Q. How did you know that Montgomery was going to have the following week end off?

A. Well, the schedule runs through to the next week.

Q. How many weeks?

A. One week.

Q. You mean it starts on a Friday, and ends on when?

A. It starts on—it is put up on Thursday for the whole of next week, up until Saturday.

Q. But that only showed that you were going to be off. It did not show when Montgomery was going to be off, or anybody else, is that right?

A. The one that they put up the week before the convention——

Mr. Baer. May we be off the record for a moment?

Trial Examiner Myers. Off the record.

(Discussion off the record.)

Trial Examiner Myers. On the record.

465 By Trial Examiner Myers:

Q. Can you tell me when they posted the schedule the last Thursday in August, how you knew that Montgomery was going to have your shift, your free days, as you say, that you were entitled to, on the 11th, 12th and 13th of September? Did somebody tell you that? The schedule did not show that, did it?

A. The schedule, the week before, showed that I was supposed to work the last of the week.

Q. Now, how many men are there in this department,—I mean, not in the department, but how many men did the same job as you did in September, 1942?

A. Well, there were three weighers and one relief weigher, but at that time we didn't—the relief weigher did not get his regular week end off.

Q. There were three of you who got regular week ends off, is that right?

A. Yes, sir.

Q. And you claim that under the schedule each of you would get a week end off, every third week end, is that right?

A. Yes.

Q. Now, you claim that you were entitled to the week end off of September 11, is that right?

A. Yes, sir.

Q. And that Montgomery, under this arrangement that was going on, a custom more or less, I guess, Mont-

466 gomery was supposed to get off September 4, 5, and 6, is that right?

A. No—yes, that is right.

Q. Now, did you just assume——

A. I had the wrong month. I was supposed to get off the 5th, 6th and 7th.

Trial Examiner MYERS. Let me look at the calendar, will you please?

The WITNESS. And the 8th.

Mr. ROSELL. Certainly. [Handing document to the Trial Examiner.]

By Trial Examiner MYERS:

Q. According to this calendar, September 4, 1942 fell on a Friday. Therefore, he was supposed to get off the 4th, 5th and 6th, is that right?

A. Yes, but he did not know whether he was going to get off the Sunday of the next week, see, Sunday, Monday and Tuesday, I think it was.

Q. What did you say?

A. He did not know about the first three days of the week of the convention.

Q. Who did not know?

A. Montgomery.

Q. I am not worried about Montgomery. You say Montgomery's week end—he was supposed to get the first week end in September, and you were supposed to get the second week end off in September, is that right?

A. Yes, sir.

467 Q. And then when this schedule was posted, you got the first week end off, is that right?

A. Yes, sir.

Q. Then at the time, you assumed that Montgomery was going to get your regular week end off, is that right, because he did not get the week end he was supposed to get off, so therefore you assumed that the week ends were shifted?

A. Yes, sir.

Q. Nobody told you that, did they?

A. When I saw the schedule, it showed it.

Q. It only showed it for you? It did not show it for Montgomery?

A. Well, now, you see sometimes they don't get the same regular days, but it includes Sunday.

Trial Examiner MYERS. All right, go ahead, Mr. Rosell.

By Mr. Rosell:

Q. Now, when the schedule came out, you were scheduled to be off the first week end in September, is that right?

A. Yes, sir.

Q. Now, were you off that week end?

A. No, they had it arranged so that I had to work.

Trial Examiner Myers. Why don't you get together on this? You are wasting an awful lot of time.

By Mr. Rosell:

Q. Well, I don't think that he understood my question. I would like to clarify it, Mr. Examiner.

468 Trial Examiner Myers. Well, go ahead.

By Mr. Rosell:

Q. When the schedule came out, what days were you scheduled to be off?

A. I was scheduled to be off Sunday, Monday and Tuesday.

Q. What days are there on this calendar? Name the dates, when it came out, what dates it showed you to be off on.

A. The 6th, 7th and 8th.

Q. And did you see your foreman about that?

A. Yes, sir.

Q. Who is the foreman?

A. Elmer Keller.

Q. What did you tell him?

A. I told him to tell the day foreman that I would like to have my regular week end off.

Q. What did Keller say?

A. He said he would tell the foreman when he came in the next morning.

Q. Who was the regular day foreman.

A. Samuel Helms.

Q. H-e-l-m-s?

A. Yes, sir.

Q. Now, how many men were doing trucking at that time, and weighing?

A. Weighing, there were three weighers and a relief weigher.

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Q. The relief weigher, was he entitled to a week end off?

469 A. Not at that time, they did not give him a regular week end off.

Q. How many of you would work each week end?

Trial Examiner MYERS. He means, of the regular weighers.

By Mr. ROSELL:

Q. That is right.

A. One weigher.

Q. And how many would be off?

Trial Examiner MYERS. Of the regulars.

The WITNESS. One would be off.

By Trial Examiner MYERS:

Q. Well, you had three of them, one off, and there must be two on?

A. No, I misunderstood that, I guess.

By Mr. ROSELL:

Q. Will you tell me, when you worked there on week ends, how many weighers would you have, and checkers, present in the department?

A. One.

Q. Just one man, one weigher?

A. One weigher, yes, sir.

Q. Did you have any checkers?

A. I don't know whether there were any checkers right at that time or not?

Q. Now, would you say there were three weighers, is that correct?

A. Well, four, including the relief weigher.

Q. Outside of the relief weigher, there were three

470 weighers, is that correct?

A. Yes.

Q. And who were the three weighers?

A. Chris Harold,——

Trial Examiner MYERS. Montgomery and you?

The WITNESS. Victor Montgomery and I.

By Mr. ROSELL:

Q. All right. You would get every third week end off, is that correct?

A. Yes, sir.

Q. And now——

Trial Examiner Myers. Now you get him to say that, he just said it is not so. Now, will you find out?

Mr. Rosell. I think I can clarify this.

Trial Examiner Myers. All right, he said he is supposed to get off Sunday, Monday and Tuesday. That is not the week end.

Mr. Rosell. But that is what they call it around there.

By Trial Examiner Myers:

Q. You tell us in your own words how they arranged that.

A. It is not all run the same.

Q. That is what I thought. You meant, when you talked about getting off Saturday, Sunday and Monday——

A. They did not run all the same.

Q. Well, you tell us about it in your own way.

A. Some days, we would get more days than others—some weeks, we would get more days than others.

471 Sometimes one man would work on a labor job and they did not run the same week days all the time, but they would try to arrange it so that each of us would get off a Sunday, and it did not make much difference about the other days.

By Mr. Rosell:

Q. Now, after you saw Helms, what did you do?

A. I did not see Helms about it.

Q. You saw Keller?

A. Yes, sir; yes, sir.

Q. Now, when Keller said that he would get in touch with Helms, did you hear from Keller any further or not?

A. Yes, Keller told me the next day that Helms said that we would work like we were scheduled.

Q. And did you talk to Montgomery about it?

A. Yes.

Q. What did he say?

A. Montgomery said he was in the office and asked Sam Helms if he could get his regular time off, and at the same time Elmer Keller told him I would like to have mine off.

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Q. Now, what did Montgomery say that he had been told by Helms?

Mr. CHAMPION. Mr. Examiner, is that competent here? I am objecting——

Trial Examiner MYERS. The objection is overruled.

The WITNESS. He said that we would have to
472 work as scheduled.

By Mr. ROSELL:

Q. Were you off on the week end that the schedule showed you to be off on?

A. No, sir.

Q. What did you do, I don't mean the week end of the convention, I mean the schedule, when it came out, the days that the schedule showed you to be off?

A. I was off on the days it showed, yes, sir.

Q. All right. Now, after you got word back that Mr. Helms insisted that you work as scheduled, what did you do, if anything?

A. While I was off, I called him at his home.

Q. Who?

A. Mr. Sam Helms.

Q. And?

A. And I told him that I would like to get off to go to the convention, the C. I. O. convention.

Q. What did Mr. Helms say?

A. He said, "That is just the same as no excuse at all."

Q. Did you tell him about Montgomery?

A. I told him that Montgomery wanted his regular week end, too.

Q. Now——

A. I beg your pardon, not at that time.

By Trial Examiner MYERS:

Q. Tell us what you said.

473 By Mr. ROSELL:

Q. What did you do after that?

A. I asked Mr. Helms if I could have time off to go to the convention, and he said, "That is just the same as no excuse at all."

By Trial Examiner MYERS:

Q. What else was said, if anything?

A. That is all.
Q. He said, "Goodbye"?
A. Yes, sir.

By Mr. Rosell:

Q. Then what did you do about that, if anything?
A. I went to Mr. Vernon Bailey.
Q. Who is he?
A. The C. I. O. organizer.
Q. And what, if anything, did he do, and what did you talk about? Describe it.
A. I told him about calling Sam Helms and he said that he would call him, so he called Mr. Helms.
Q. Were you there when he called him?
A. Yes, sir.
Q. Tell us what happened.
A. He asked Mr. Helms if I could get time off to go to the convention and he said Mr. Helms told him that he would have to talk to Mr. Moritz about it.
Q. Then what happened?
474 A. He called Mr. Moritz.

By Trial Examiner Myers:

Q. Who called Mr. Moritz?
A. Vernon Bailey, and he said, Mr. Moritz told him that we were too busy, that he could not let me off to go to the convention. Mr. Bailey told him that I was only working four days a week on my regular job, so he said that he would see Mr. Moritz, said that he would see the management and see if he could let me off.

By Mr. Rosell:

Q. Then what happened, if anything?
A. Well, the next day I was called to the telephone.
Q. By whom?
A. David Moritz, if I understand the name right.
Q. What is his job?
A. He is foreman in the galvanizing department.
Q. What did he tell you?
A. He told me that I could have two days off.
Q. What did you say, if anything?
A. I said I would like to have more than that, that the convention lasted three days. He said, "Two days is all that you can have."

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By Trial Examiner MYERS:

Q. Did he say what two days?

A. Yes, he said Thursday and Friday—no, I beg your pardon, Wednesday and Thursday, because I was on nights, see, and I would be off Wednesday night.

Q. Where was the convention to be held?

475 A. In Peoria.

Q. Right here in Peoria?

A. Yes, sir.

Q. What else was said, if anything, in your conversation with Mr. David Moritz?

A. That was all.

Q. Did you attend the convention?

A. Yes, sir.

Q. Then what happened, if anything? Tell us the story.

A. Well, on Friday about noon we found that the convention would last through Sunday, so I called my foreman at the plant and told him, I said, "Sam," I said, "this convention is going to last through Sunday and I would like to get off through Sunday."

Q. That was Sam Helms?

A. Yes, sir.

Sam said, "What?" Then I repeated it and I told him the convention was going to last through Sunday and that I wanted off through Sunday. At that time, it sounded like he hung up the receiver, and I did not hear any more, so I hung up.

Q. Did he say anything more in that conversation with you, when you called him?

A. I don't remember anything.

Q. The only thing you remember his saying was "What," is

476 A. Yes, sir.

By Mr. ROSELL:

Q. You don't recall anything further?

A. No, sir.

Q. Did he say anything to you about the importance, about what was more important?

A. Oh, yes, I forgot that.

Mr. CHAMPION. Well, now, Mr. Examiner——

Trial Examiner MYERS. Well, evidently he must have

said some more than the word "What." I will overrule your objection, Mr. Champion.

By Mr. Rosell:

Q. Will you tell us what he said?

A. He said, "You must think that meeting is more important that your work."

By Trial Examiner Myers:

Q. What did you say?

A. Well, that is when he hung up, and I didn't hear any more.

By Mr. Rosell:

Q. When did you next speak to Mr. Helms?

A. Monday, the 14th, after the convention.

Q. Did you see him or speak to him on the phone, or what?

A. I spoke to him on the phone.

Q. What did you say, and what did he say?

A. I asked him when I was supposed to come to work and he said the next Saturday, so I asked him, "Why the week off," and he said, "We are not coming to work Sunday night." I told him that I had asked him for the time off and he said that he could not help it, so I
477 asked him if that was on my regular job or on my labor work. He said that it was on labor work, and I told him I did not want labor work, that I would come back on my regular job, so he said——

Q. You would come back when?

A. When he could put me on my regular job. So he said, "All right, I will see." He called me again and told me I could come in Monday on my regular job.

Q. The following Monday?

A. Yes, sir.

Mr. Rosell. I will ask the reporter to mark these Documents as Board's Exhibits Nos. 40 and 41, for identification.

(Thereupon, the documents above referred to
478 were marked "Board's Exhibits Nos. 40 and 41" for identification.)

By Mr. Rosell:

Q. I show you what has been marked for identification

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as Board's Exhibit No. 40, and I will ask you whether you ever have seen that before?

A. Yes, sir.

Q. What is that?

A. That is a letter from the Alliance.

Q. From whom, signed by whom?

A. Earl Lowman.

Q. Did you receive that letter?

A. Yes.

Q. Is that the exact letter you received?

A. I think so.

Q. Where did you get that letter, how did you get it?

A. I think I got it in the department mail box there in the galvanizing department.

Q. I show you Board's Exhibit No. 41 for identification and I will ask you if you have ever seen that before.

A. Yes, sir.

Q. What does that represent?

A. Well, that is a letter from the president of the union.

Q. Who?

A. Bruce Hogue.

Q. Yes, the Alliance, do you mean?

A. Yes, sir.

Q. Where did you get that?

479 A. I got it through the company mail.

Q. Is that the exact letter you got?

A. I think it is, sir.

Mr. ROSELL. I now offer Board's Exhibits Nos. 40 and 41, respectively, for identification, in evidence.

Trial Examiner MYERS. Is there any objection, gentlemen?

Mr. MCGRATH. No objection.

Mr. ROSELL. I ask leave at this time to withdraw them so that I may have copies made to serve upon opposing counsel.

Trial Examiner MYERS. Do you gentlemen have any objection to the receipt in evidence of these documents?

Mr. BAER. No objection.

Mr. CHAMPION. No objection.

Trial Examiner MYERS. There being no objection the papers are received in evidence and I will ask the reporter to please mark these papers as Board's Exhibits 40 and

41, respectively, and counsel may substitute a copy or photostatic copies in lieu of the originals thereof.

Mr. Rosell. May they be typed copies rather than photostatic copies?

Trial Examiner Myers. I said "copies" or photostatic copies.

Mr. Rosell. I beg your pardon, sir.

Trial Examiner Myers. But show the copies or
480 photostats to counsel before you make the substitution.

Mr. Rosell. Very well.

(The documents heretofore marked "Board's Exhibits 40 and 41" were thereupon received in evidence.)

I will ask the reporter to mark this as "Board's Exhibit No. 42" for identification.

(Thereupon the document above referred to was marked "Board's Exhibit No. 42" for identification.)

By Mr. Rosell:

Q. I show you Board's Exhibit No. 42 for identification and ask you whether you have ever seen that document before.

A. Yes, sir, I have seen that.

Q. What does that represent? What is it?

A. That is a letter from the superintendent, Mr. Moritz.

Q. Did you get it at about the date it bears?

A. Yes, sir.

Q. Where did you get it from?

A. In the company mail box in the galvanizing department.

Mr. Baer. May I see that, please?

Mr. Rosell. Certainly (handing document to counsel).

By Mr. Rosell:

Q. Is this the exact letter you got?

A. I think it is.

Mr. Rosell. I offer Board's Exhibit No. 42 for identification in evidence.

Trial Examiner Myers. Is there any objection?

Mr. McGrath. None.

Mr. Champion. None.

481 Trial Examiner Myers. There being no objection the paper is received in evidence and I will ask

BLEED THROUGH – POOR COPY

the reporter to please mark it as "Board's Exhibit No. 42" for identification.

(The document heretofore marked "Board's Exhibit 42" for identification was received in evidence.)

485 By Mr. ROSELL:

Q. Do you hold any office in the CIO local union?

A. Yes, sir.

Q. What office do you hold?

A. Vice president.

Q. How long have you been vice president of the CIO local?

A. Since June of 1942.

Q. And you have continued to hold that position since then?

A. Yes, sir.

Mr. ROSELL. That is all from this witness at this time.

Trial Examiner MYERS. Mr. McGrath, do you have any questions?

Mr. MCGRATH. Yes, sir.

CROSS-EXAMINATION

488 Q. Now, when were you signed up?

A. Well, if I remember right it was in 1937.

489 Q. 1937?

A. Yes.

Q. I see. Who signed you up?

A. I think it was Mr. Bruce Hogue.

Q. And where were you signed up?

A. Sir?

Q. Where were you signed up?

A. At the weighers' desk in the galvanizing department.

Q. Was there any contest on there at that time between the CIO and this Alliance or any other competitive labor organization?

A. Not that I know of.

Q. At that time there was no other union in the plant, or as far as you knew, any union interested in getting membership at that time, isn't that true?

A. There might have been a union in the plant at that time, because Mr. Hogue said that we were going to dissolve the KEA.

Q. But I mean, outside of the KEA.

A. No, sir, none that I know of.

Q. And you knew they were going to dissolve the KEA, didn't you?

A. Yes, sir.

Q. And you knew when it was dissolved, didn't you?

A. Knew where it was dissolved?

490 Q. You knew when it was dissolved? It was talked all over the plant, was it, wasn't it generally known?

A. It was generally known.

Q. You knew you had a right to join any union you wanted to, didn't you?

A. That is right.

Q. There has never been any doubt down there about it, has there, among the men?

Mr. Rossell. Mr. Examiner, I realize that there is considerable leeway allowed in cross examination, but I do not think the leeway extends to making conclusive statements of the nature that Mr. McGrath is making.

Mr. McGrath. I want to see if the men have a right to join or not join any union they want.

Trial Examiner Myers. If he knows.

Mr. McGrath. If you know.

Trial Examiner Myers. You may answer.

The Witness. I think everybody knows that, but some of them are afraid to carry that out.

By Mr. McGrath:

Q. I see. You think the only reason that they do not all join the CIO is because they are afraid to, is that true?

A. Well, yes, they are afraid.

Q. And there is quite a lot of them not afraid, isn't there?

491 A. Yes, sir.

Q. What are those that do not join afraid of?

A. Well, they are afraid of getting treated just like I did.

Q. Now, have you told of all of the mistreatment you got in the last five or six years?

A. No, sir.

Q. Well, if there is any more, I would like for you to tell it.

A. Well, I think I was mistreated when the plant was so short and they shut the fence shop in the barbed wire department.

Q. Now, when was that?

A. That was in 1942.

Q. And what happened?

A. Well, we had voted to have six men in our normal crew, three weighers, a relief weigher and two power truckers.

Q. What department was that?

A. The galvanizing department.

Q. Yes.

A. When the fence shop in the barbed wire department was closed down the power truckers job was out, because that was what the power trucker does, is put the barbed wire in the fence shop, so when the departments were shut down instead of laying this man off, who was on another job, they made him a weigher, too. That
492 was five weighers and the normal crew only called for four weighers, and the one that was a power trucker was an ISWA man and one of the weighers was an ISWA man. The weigher that was an ISWA man got five days a week but the other fellows in the CIO, the CIO men had to split time with the fellow that had been a power truck driver. That throwed us to go on the labor job one day a week. When I would go through the department the men would say, "there he is, he is working on the labor job now. He didn't do that before he joined the CIO."

Q. Now, was that switch made by virtue of seniority?

A. No, sir, the fellow that worked on the power truck had not been there as long as I had. He was the youngest man there.

Q. What happened to him?

A. What happened to him?

Q. What is his name?

A. Thomas Lawson.

Q. Thomas Lawson?

A. Yes, sir.

Q. And he had more seniority than you did, and they let him stay——

A. No, sir.

Q. I mean, he had less seniority than you did and they let him stay?

A. He was the youngest man on the job, yes.

493 Q. Was he moved like you were, did the order apply to Alliance men the same as it did to CIO men?

A. No, sir. I might explain that.

494 By Mr. McGrath:

Q. You knew why it was shut down, didn't you?

A. Yes, but that wasn't what worried us, Mr. McGrath.

Q. Well, I want to just get the facts, Mr. Hout. You and I won't have anything to argue about. You say the shut-down of the fence department brought about and in some way affected this condition you are complaining of.

Trial Examiner Myers. Mr. Champion, please don't.

Mr. Champion. I beg your pardon. I did not realize we were talking so loud.

495 By Mr. McGrath:

Q. Just explain what you meant by that.

A. That did not make any difference. You see, our normal crew was six men but this lowest man in seniority was supposed to take his extra shift after we older men. Instead of doing that they made us split all of our time with him. He was supposed to take the one shift that was left and then take the work that was left, see? There was four days and instead of that we had to take the labor job one day a week and split with him and he had the same job we did.

Q. Well, the Alliance fellows got treated in the same way, didn't they?

A. He is an Alliance fellow. He was an Alliance fellow. The first fellow got five days.

Q. He was the oldest man?

A. He was the oldest man.

Q. He had the most seniority, isn't that right?

A. Yes, sir, but we had an agreement to split the time. Why didn't they split the time all the way through instead of giving this man an extra day?

Q. Your complaint is that the youngest man in there, when this condition changed, they made him a weigher and split the time equally among you, is that it?

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A. Not equally, no.

Q. Well——

496 A. There were four weighers and this power trucker, and three of the weighers had to split time with him where the other man got a full time week.

Q. And that is the oldest man you are talking about?

A. You see, three men were CIO and the other fellows wasn't.

By Trial Examiner Myers:

Q. Was he the oldest man that got the full time or the youngest?

A. He was the oldest.

By Mr. McGrath:

497 Q. Go ahead and tell me if you can think of any other circumstances which you construe as being a discrimination by the management.

A. I don't recall any other incidents, but there were many, and I think it would remain in my mind that I was discriminated against and that is in the minds of lots of them, and that I was intimidated.

Q. You were intimidated?

A. Yes, sir.

Q. It hasn't had any effect on you, has it?

A. Not much.

Q. You mean you were—how were you intimidated?

A. I know I was intimidated when I was put on that labor job and forced to go through the plant and the other fellows talking about that.

505 By Mr. Champion:

Q. Have you signed up any member to the CIO on the job down there at Keystone?

A. Not on the job, that I remember.

Q. On the premises?

A. Yes.

Q. In the plant?

A. Yes, sir.

Q. Many times, haven't you?

A. Several times.

Q. Yes, and you have never done that, you have never signed a member up for the CIO at the Keystone during your working hours, is that correct?

A. I don't remember of signing a man during my
506 working hours.

Q. Would you say that you didn't? I want a definite answer.

A. I say that I don't remember.

By Trial Examiner MYERS:

Q. What is your best recollection, did you do it or didn't you do it?

A. My best recollection is that I didn't, only before or after work.

511 Redirect Examination by Mr. ROSELL:

Q. Mr. Hout, did you ever see any bulletin or receive any communication from the company that the KEA was dissolved? Did you ever get a letter from them or see any bulletin telling you that?

A. No.

Q. You asked Sam Helms to let you be off on the week end you were regularly scheduled for so that you could attend the convention. Did your foreman, Sam Helms, or the night foreman, Elmer Keller, tell you that—I will withdraw that question.

At the time you went to the convention and you called up your foreman, Sam Helms, and asked him, or rather told him that you would be off those extra two days and that you wanted time off, did Mr. Helms say anything about anyone being ill?

A. No, sir.

516 JOHN HUBER, a witness called by and on behalf of the National Labor Relations Board, having been first duly sworn, was examined and testified as follows:

Direct Examination by Trial Examiner MYERS:

Q. What is your name?

A. John Huber.

Q. How do you spell your last name?

A. H-u-b-e-r.

Q. Where do you live, Mr. Huber?

A. 409 Homestead Avenue.

Q. Peoria?

A. Peoria, Illinois.

Trial Examiner MYERS. Proceed, Mr. Rosell.

BLEED THROUGH – POOR COPY

By Mr. Rosell:

Q. Were you ever employed by the Keystone Steel & Wire Company?

A. Yes, sir.

Q. When did you first start to work there?

A. December, 1933.

Q. What department did you start to work in?

A. I started to work in the power department.

Q. How long were you working there, about?

517 A. About a week.

Q. Then what department did you go to?

A. I went for two days in the nail department.

Q. And from there?

A. Fabric.

Q. The fabric department is a fabric welded department, is that it?

A. They have electric welding fabricating machines and they manufacture welding rods on straight and cut machines.

Q. You will have to speak up rather loudly so we can all hear you.

Are you a member of the Keystone Employees Association?

A. Yes, sir.

Q. Did you ever hold any office in the Keystone Employees Association?

A. No, sir.

Q. Were you ever a department representative of the KEA?

A. No, sir.

Q. Were you ever a member of any of the KEA committees, like the seniority or wages?

A. No, sir.

Q. Did you attend any KEA meetings?

A. Yes, sir.

Q. Where were these meetings held that you attended?

A. They were held over the foreman's office of the

518 galvanizing department.

Q. That is in the plant?

A. Yes, sir.

Q. When would these meetings be held?

Q. They were held both during working hours and be-

sides working hours. If the time ran over to when you wasn't working the meeting still went on.

Q. At the time you worked there did you work shifts, that is, revolving shifts, work one shift one week and another shift another week?

A. Yes, sir.

Q. When you were working in the plant and if a KEA meeting were held what did you do when you went to the meeting?

A. Well, usually the department was shut down and everybody attended the meeting.

Q. And who would tell you to go there?

A. The KEA representative.

Q. Whenever you attended meetings during working hours, did you find any deduction from your pay check?

A. No, sir.

Q. At the time you attended those meetings?

A. No, sir.

Q. Now, would meetings be held when you were in the plant not working on the shift in the plant that day?

A. Yes, sir.

519 Q. Did that happen?

A. Yes, sir.

Q. Now, on occasions when you were out of the plant and home and a meeting would be held would you attend those meetings?

A. You would, if you wanted to.

Q. What would you do if you attended those meetings?

A. You came through the gate office and was given a card and you punched it in and went on down to the meeting.

Q. And what would you do when the meeting was finished and you left the plant?

A. You punched your card out as you left the plant.

Q. Would you be paid for that time?

A. Yes, sir.

Q. By whom?

A. By the company.

Q. That is the Keystone Steel & Wire Company?

A. That is right.

Q. How much were you paid for attending meetings, if you know?

BLEED THROUGH – POOR COPY

A. Do you mean——

Q. In amount, how much were you paid per hour?

A. Well, that depended on whether you were working or not at the time you attended the meeting.

Q. Well, supposing——

520 A. If you were working you got the average pay, your pay went right on, but if you came from home you got 50 cents an hour.

Q. Now, if you came from home was there any limitation to how many hours they would pay you for attendance at the meetings?

A. I believe three hours was the limit the meeting was to run.

Q. Were you a member of the Independent Steelworkers Alliance?

A. Yes, sir.

Q. Who signed you up in that?

A. A fellow worker by the name of Simon Wagenback.

Q. Can you state about when that was?

A. Sometime in April of 1937.

Q. And where did he sign you up?

A. I was working on a machine known as the No. 2 straight and cut in the fabric department.

Mr. Baer. Will you speak a little louder, please, Mr. Rosell?

Mr. Rosell. Pardon me?

Mr. Baer. Will you speak a little louder, please? I can not hear you.

Trial Examiner Myers. Will you talk up a little?

Mr. Rosell. I will.

521 By Mr. Rosell:

Q. That was the fabric department?

A. Yes, sir.

Q. Can you state what Wagenback told you at the time he signed you up?

A. Well, he just came up to me and handed me a card and said to sign it, and I asked him what it was and he said, "Well, it is a new union," and so I signed the card and that is about all there was to it.

Q. Did you see him sign up anyone else at that time?

A. Yes, he went around on through the department sign-

ing up other fellows. I believe Tom Hayes was signed up at about the same time I was by Mr. Wagenback.

Q. Did you see him approach any of the other employees in your department?

A. I did, but I just can not recall who they were now.

Q. But you did see him sign other employees in the fabric department at the same time?

A. Yes, sir.

By Trial Examiner Myers:

Q. Does Wagenback work in your department?

A. Yes, sir.

Q. In the same shift with you?

A. I believe he was working that same shift. He was working that day, anyhow.

By Mr. Rosell:

522 Q. What, if anything, do you know that Wagenback had to do in behalf of that department?

A. Well, the only thing I know of what he was, was the KEA committeeman.

Q. Were you advised by the company either by letter or by bulletin as to what had happened to the KEA?

A. No, sir.

Q. Were you ever a department representative for the ISWA?

A. Yes, sir.

Q. When were you first—once or more than once?

A. Twice.

Q. When was the first time?

A. 1941.

Q. Pardon, 1941, did you say?

A. Yes, sir.

Q. And when was the second time?

A. 1942.

Q. Were you ever a member of any of the Alliance committees, like the wages or any of those other committees?

A. The seniority committee.

Q. When was that, what year?

A. 1942.

Q. Did you attend any meetings with management as a member of the seniority committee?

BLEED THROUGH – POOR COPY

A. Yes, sir.

Q. When was that?

523 A. The last one I remember was June the 15th, I am pretty sure that was the date, 1942.

Q. When did you join the CIO?

A. Sometime in the early part of June of 1942.

Q. Were you elected an officer of the CIO local?

A. Yes, sir.

Q. What was that?

A. Temporary president.

Q. When were you elected to temporary president of the local?

A. I believe that was on the 13th or 14th of June, 1942.

Q. Now, this last meeting which you state you attended, this last meeting with management, rather, which you attended as a member of the ISWA seniority committee, where was that meeting held?

A. What committee?

Q. I believe you said that that was the seniority committee, that meeting?

A. No, sir.

Q. What kind of a meeting was that?

A. It was a grievance committee meeting.

Q. And where was that meeting held?

A. It was in Mr. Dan Sommer's office in the main office of the Keystone Steel & Wire Company.

Q. Can you state who was present?

524 A. Mr. Dan Sommer, general manager; and John Moritz, superintendent; Bruce Hogue, president of the ISWA, Jim Mahannah, recording secretary of the ISWA; Fred Liesch, vice-president of the ISWA; and there were some other fellows there from the ISWA, but I just can not recall who they were. I did not know some of them at that time.

Q. Will you describe what was said at this meeting?

A. Well, before any business was transacted after we became seated Bruce Hogue mentioned that the CIO——

Q. Go ahead.

A. (Continuing.) That the CIO had started to organize the Keystone workers and Dan Sommer said yes, that he knew that, that he knew there were seventeen of them there, seventeen Keystone workers, and Fred Liesch asked him

if he knew who they were and he said, "No, but we will tonight."

Q. He said there were seventeen where?

A. At this CIO meeting.

Q. When?

A. On either June 13th or 14th; I believe it was the 14th.

Q. After that meeting what else was said——

Trial Examiner MYERS. What do you mean, "After that meeting"?

Mr. ROSELL. I am sorry. I will withdraw that statement "after that meeting," and ask another question.

525 By Mr. ROSELL:

Q. What else was said at that meeting in Mr. Sommer's office?

A. Well, there was some farther discussion on wages and discharge cases.

Q. Was there any further discussion about the CIO?

A. No, sir.

Q. Was there anything said to you with reference to the CIO at that meeting?

A. Well, I don't know as there was anything directly said to me. I remember that Mr. Dan Sommer was looking directly at me when he was talking about the CIO.

Q. Was there anything—after discussing the business did you stay there, or what did you do?

A. I was up there on a case from the fabric and when that was finished I left.

Q. Following the meeting that you just described in Mr. Sommer's office did you have a conversation with Mr. Bruce Hogue?

A. Yes, sir.

Q. How long after the meeting in Mr. Sommer's office?

A. In the next day or two.

Q. And where did this conversation take place?

A. It took place on a machine known as the eight foot electric welding machine in the fabric department.

Q. What time of the day or night was it, if you recall?

526 A. I am not positive; I believe it was directly after dinner.

Q. Well, how was Mr. Bruce Hogue dressed, if you can state?

BLEED THROUGH – POOR COPY

A. He was dressed in street clothes.

Q. Were you working at the time he came in there?

A. Yes, sir.

Q. With whom were you working?

A. Jack White and I believe Otis Baker was operating the machine—no, I will correct that, please. I believe it was Al Grob?

Q. That is spelled G-r-o-b?

A. Yes, sir.

Q. And when he came up there did you continue working?

A. No, I stopped and talked to Mr. Hogue. He came up directly to me and accused me of working for the CIO.

Q. What did you state, tell us the conversation?

A. I told him that I was not working for the CIO. He said, "Well, I am glad to hear that because we would like to keep you in the Alliance," and he said, "You know, if you are expelled from the Alliance that you have no representation from the Alliance and you have no way to take up any grievances or anything."

527 Q. How long did he talk to you about it?

A. Oh, between a half and three-quarters of an hour.

Q. How many men operate the machine you were working on that day?

A. Well, sometimes there is only two and at times there is as high as seven on the machine.

Q. While you were talking to Mr. Hogue, who operated the machine?

A. Al Grob.

528 Q. Was anyone working with him?

A. With us?

Q. Yes.

A. Jack White. He done my work on laying the work and helped make cut-outs.

Q. After the conversation with Hogue that day did you hear from him again or speak to him?

A. Yes, sir.

Q. When did you next hear from him?

A. A few days later I received a letter advising me that he had farther proof that I was working for the CIO and he set a time for me to appear at a trial to defend myself on the charge.

Mr. Rosell. I will ask the reporter to mark this document as Board's Exhibit No. 43 for identification.

(Thereupon the document above referred to was marked "Board's Exhibit No. 43" for identification.)

By Mr. Rosell:

Q. I will show you this document which has been marked as Board's Exhibit No. 43 for identification, Mr. Huber, and ask you whether you have ever seen that before?

A. Yes, sir.

Q. What is that?

A. This is the letter that I received from Mr. Hogue.

Q. Where did you get it from?

529 A. I got it out of the card rack. It was in with my card in the card rack in the fabric where we place our time cards.

Q. Do you know how it got there?

A. It must have been placed there by the foreman, yes.

Q. You don't know exactly how it got there?

A. I do know that he is about the only one that places any cards like that, letters like that in the card rack, or at his instructions they are placed there.

Q. Is this the exact letter that you got (indicating)?

A. Yes, sir.

Mr. Rosell. I offer this document in evidence as Board's Exhibit No. 43.

Trial Examiner Myers. Is there any objection, gentlemen?

Mr. Barr. None.

Mr. Champion. Will you let me see the original of it, please, Mr. Rosell?

Mr. Rosell. I am sorry. Here it is.

Mr. Champion. I have no objection.

Trial Examiner Myers. There being no objection the paper is received in evidence and I will ask the reporter to please mark it as Board's Exhibit No. 43.

(The document heretofore marked "Board's Exhibit No. 43" for identification was received in evidence.)

By Mr. Rosell:

530 Q. Following the receipt of that letter did you receive any further communications pertaining to your activities?

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A. From whom?

Q. Well, I will withdraw the question.

A. I received a letter from John Moritz, from the superintendent.

Q. About how much after this letter you received from——

A. Oh, it was, I would say, about a week or some such matter as that.

Mr. Rosell. I will ask the reporter to mark this as Board's Exhibit No. 44 for identification.

(Thereupon the document above referred to was marked "Board's Exhibit No. 44" for identification.)

By Mr. Rosell:

Q. Mr. Witness, I will show you what has been marked as Board's Exhibit No. 44 for identification and I will ask you if you have ever seen that before.

A. Yes, sir.

Q. What is that?

A. This is the letter I received from Mr. Moritz about organizing the CIO on company property.

Mr. Rosell. I offer that in evidence, Mr. Examiner, as Board's Exhibit No. 44.

Trial Examiner Myers. Is there any objection?

Mr. Barr. No objection.

Mr. McGrath. No objection.

531 Mr. Champion. No objection.

Trial Examiner Myers. There being no objection the paper is received in evidence and I will ask the reporter to please mark it as Board's Exhibit No. 44.

(The document heretofore marked "Board's Exhibit No. 44" for identification was received in evidence.)

By Mr. Rosell:

Q. Now, following the receipt of this letter from Mr. Moritz, did you get in touch with him?

A. Yes, sir.

Q. Did you arrange an appointment to see him?

A. I called Mr. Moritz on the phone and asked him for a meeting for some of the fellows that had joined the CIO.

Q. Did you say anything else?

A. Not that I recall. He gave us a meeting, the appointment.

Q. Did you say anything to him at that time about receiving this letter?

A. Yes, sir, that is—I told him we wanted to talk to him about the letter he had sent.

Q. Was there anyone at the same time that you received this letter, did anyone else get a similar letter?

A. Jack White.

Q. Who is Jack White?

A. He was the chief steward of the CIO in the fabric department.

532 Q. Did you go to see Mr. Moritz?

A. Yes, sir.

Q. Who was with you?

A. Fred Hout.

Q. Anyone else?

A. Jack White.

Q. Was there anyone else there besides White, Hout, yourself, and Mr. Moritz?

A. No.

Q. About when was this after the receipt of the letter?

A. Well, it was a few days later, on the 9th of July in 1942.

Q. What was said by yourself, Mr. White, Mr. Moritz, and Hout, as best as you can recall at that meeting?

A. Well, that has been quite a long time ago and I don't know whether I can get all of it or not.

Q. As best as you can recall, tell us all you can remember.

A. We walked into Moritz' office. Mr. Moritz was sitting at his desk and he said to me, "I know you and White, but I don't believe I know this other fellow."

Mr. Hout walked over to him and shook hands with him. "My name is Fred Hout. They call me 'Honest' Hout in the galvanizing," he said. "I am the fellow you have been kicking around over there for a long time."

Q. Are those the exact words he used?

533 A. Not the exact words, no, but they meant the same thing. The language was maybe a little stronger.

Q. Go on and tell us what else was said.

A. Well, I asked Mr. Moritz why the fabric department was cut down and a lot of the fellows laid off and we were only allowed to work three days a week while the company

was still hiring new men and why some of our fellows were being put out on the track and cutting weeds and such jobs as those low paid jobs, dirty jobs.

Q. Did you mention how long that had been going on or when that started?

A. To Mr. Moritz?

Q. Yes.

A. I believe I did.

Q. What did you tell him?

A. The last month——

By Trial Examiner Moritz:

Q. Will you tell us just what took place?

A. Sir?

Q. Will you tell us just what took place, what you said to him and what he said to you and then make a note, Mr. Rosell, if he omits something that you think he omitted and ask him about it after he finishes the question.

A. Well, I asked him how come that he had sent me this letter about organizing on company property and he said in this letter that if I did not stop it that he would
534 have to take more severe steps to stop it.

By Mr. Rosell:

Q. Proceed.

A. And I believe Mr. White asked him why he let Bruce Hogue in the Alliance run around all over the place and do anything they wanted to and come in any time of the day and talk to fellows about union business or anything that they pleased, but when we done the same thing they sent us letters that they were going to take care of us.

That is about all I can recall.

Q. Was there anything further said by you or
535 White or Mr. Moritz at that time?

A. I believe Jack White asked Moritz if he was going to send Bruce a like letter like he had sent us or if he had sent him one, and he said, "No," he said, "but I will now that you have complained about it." Jack then asked him, Mr. White asked him if we would get a copy of the letter and he said, "No, I did not send him a copy of yours, so I don't see why you should get a copy of the one I send him."

Q. Do you recall anything further that was said?

A. No, sir, I know there were some more things discussed, but I just don't remember what they were now.

Q. Well, to refresh your recollection was there anything said about shutting the department down in connection with the CIO or anything like that?

A. Oh, yes, sir.

Q. Well, tell us what was said.

A. Well, it was mentioned that our departmnet had been cut down and we were only allowed to work three days a week while the company was hiring new men and Mr. Moritz knew we were in the CIO because of the letters he had sent us.

By Trial Examiner Myers:

Q. Where were they hiring new men?

A. They were hiring new men in the plant.

Q. What did you want Mr. Moritz to do?

536 A. We thought that we were the older employees and that if there were any jobs that we could do after we had finished our work in the fabric that we should be allowed to take some of that work even though it was only day work. We did not object to that.

By Mr. Rosell:

Q. Had you had slack periods before?

A. Before?

Q. Before this time.

A. Yes.

Q. What would you do in those off periods in your department?

A. We split the time down to three days a week, as far as it would go, and then the younger men that the work would not take in were transferred for the time being and the other fellows were allowed to pick up days in other departments that were only working three days a week in the fabric.

Q. Would the older men get more than three days or would all the men get three days under that arrangement?

A. Under the arrangement of our normal crew all of the men got three days.

Q. And they shared the work equally?

A. That is right, and so there was more work and the

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top men got additional work and it came down the line in seniority.

Q. The top men would not get more work until when?

A. Until there was more work than three days a
537 week for the normal crew.

Q. For the whole normal crew?

A. Yes, sir.

Q. Going back to this conversation in Mr. Moritz' office, do you recall anything further that was said?

A. Well, I remember that we asked him where the rumor got started all over the plant that they were shutting down the fabric to bust the union, because that was the stronghold of the CIO.

Q. What did he say—Mr. Moritz?

A. He said that he did not know anything about it and one of the committee suggested that as long as he did not know anything about it that he could post a notice on the bulletin board that the company did not care what union we belonged to.

Q. What did he say about that?

A. Mr. Moritz refused to do that. He said that he could not do that.

538 Q. Do you know Mr. Zale Ronketta?

A. Yes, sir.

Q. Who is he?

A. Assistant foreman of the fabric department, second turn foreman.

Q. Have you ever seen him wearing any union button?

A. Yes, sir.

Q. What kind of a button was it?

A. It was a red, a round red, white and blue button, an ISWA button.

Q. When did you see him wear that?

A. It was sometime in the latter part of July or along the first of August, somewhere in there.

Q. Of what year?

A. 1942.

By Trial Examiner Myers:

Q. Was he an assistant foreman at that time?

A. Yes, sir.

By Mr. Rosell:

Q. Of what shift was he in charge?

A. The second turn.

539 Q. Now, prior to 1942—strike that.

Between April, 1937, and the early part of 1942, were there any votes taken in the fabric department?

A. I did not understand the question.

Q. I said, between April, 1937, and May or June of 1942, were there any votes taken by the fabric employees?

A. Yes, sir.

Q. Do you recall any, and tell us when and what they were.

540 A. In the early part of 1937 there was a vote taken in the tool room of the fabric department.

By Trial Examiner Myers:

Q. In the early part of 1937?

A. Yes, sir.

Q. How early?

A. What?

Q. How early?

A. Well, they were—how early, did you say?

Q. Yes.

A. I just don't remember the month.

Q. Well, was it the KEA?

A. No, sir, that was the ISWA.

Q. Well, that did not come into existence until towards the end of April.

A. Yes, sir.

Q. Well, when was this, was it after April?

A. It was under the ISWA, I know that.

Trial Examiner Myers. All right. Go ahead.

By Mr. Rosell:

Q. Tell us about that and what it was about.

A. It was about whether the men would agree to accept a cut in wages on a machine known as the Elwood machine.

Q. Where did you say this meeting was held?

A. In the tool room of the fabric department.

Q. Do you recall anyone there?

541 A. Al Sommer was there, Mr. Al Sommer, Fred Hamsuit, who at that time was foreman of the fabric department——

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Q. Is his name spelled H-a-m-s-u-i-t?

A. H-a-m-s-u-i-t, and Earl Lowman of the ISWA, Jim Mahannah, recording secretary, and the fellows in the fabric department, some of them.

Q. Did the men vote to take the cut?

A. Yes, sir.

546 By Mr. Rosell:

Q. Did you have a conversation in about the middle of December, 1942, with Harlow Summers about the size of the fabric force, the normal force?

A. No, sir, not in September.

Q. I said December.

A. Yes, sir.

By Trial Examiner Myers:

Q. Are you talking about the normal force in the fabric department?

A. Yes, sir.

By Mr. Rosell:

Q. Who was Harlow Summers?

A. He was foreman of the fabric department.

547 Q. Where did you speak to him?

A. In his office.

Q. What did he say to you and what did you say to him?

A. Well, we were discussing the question of the normal crew and the Alliance holding a meeting to cut the normal crew.

Q. What was said?

A. What?

Q. What was said?

A. He told me at that time that he did not think anything would come of it, to just wait until after the meeting to hear from the chairman, Glen Hogue, as to what happened at the meeting, as to whether they made any change or not.

Q. Was this on the shift that Summers was regularly going to work that day?

A. No, sir, he was staying over after his time that he usually went home.

Q. What else was said, if anything?

A. Well, I told him that I did not think that it was right that a very small part of the department could go to a meeting and hold a vote to cut the normal crew, if there were only just a few members present.

By Trial Examiner MYERS:

Q. How many employees were in that department in December, 1942?

A. About somewhere around twenty-six, I believe.

549 Q. Of the twenty-five or twenty-six men in the de-
550 partment, can you state, if you know, how many of them had joined the CIO?

A. All but about four.

Q. And they had joined when? That is, all those in the fabric force who did join?

A. Between the time of the spring of 1942 and up until that time.

Q. Up until what time?

A. December of 1942.

Q. Now, some of the men who joined the CIO continued their membership in the Alliance, is that correct?

A. Yes, sir.

Q. Did you ever notify the company at the time of your expulsion from the ISWA to cease deducting dues?

A. No, sir.

Q. Did you ever advise the company to do this in any way?

A. No, sir.

Q. When were the dues deductions stopped on your pay check?

A. In July of 1942. I am pretty positive of that.

Q. How long after the time that you were expelled from the Alliance?

A. Oh, I would say right at that next month.

Q. Did you ever receive any word from the company on what basis they stopped deducting your dues or any reason?

A. No, sir.

551 Q. In December of 1942—— I will strike that. Do you recall in about September of 1942 when Mr. Harlow Summers was away from your department? Do you recall that?

A. Yes, sir.

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Q. Do you know why he was away?
A. He was sick.
Q. Who was taking his place?
A. Mr. Weckner.
Q. Who?
A. Weckner.
Q. W-e-c-k-n-e-r, is that it?
A. I believe that is the way it is spelled. I am not sure.
Q. Incidentally, he was Harlow Summers' father-in-law, is that right?
A. Yes, sir.
Mr. Rosell. I might state, Mr. Examiner, that one of the men here has advised me that Waechter's name is spelled W-a-e-c-h-t-e-r.
Q. Were you present at the time of Harlow Summers' absence due to illness with Mr. Waechter in his office with some other men?
A. Yes, sir.
Q. Can you tell us about that? What was said and who was there?
552 A. Well, we had a work week that was all cut up all through the week, they might want you two or three days, and then lay you off, and then start you in again, and we wanted to discuss with Mr. Waechter the question of getting a straight five consecutive day work week.
Q. Who is "we"? Who went in there?
A. Jack White, Clarence Morgan, Tommie Davies and myself. There were some more fellows there. I don't remember just who they were now.
Q. Do you remember what was said and by whom?
A. Jack White first asked him to discuss the question with us.
Q. Discuss what question? Tell us what was said.
A. Of a five consecutive day work week. He said, well, that he could not talk—he said, "Well, I can not talk to you fellows because you are CIO." He said, "You have got an Alliance committee here and if you want to be represented you will have to take it to the Alliance committee."
I reminded Mr. Waechter that we had not said anything about the CIO and he said, "Well, I know who you are.

You still got your CIO buttons on," and he went around to some of the fellows and pointed out the buttons to him.

Q. Did he look at yours?

A. Yes, sir, I had a paper in my overall pocket that came up over my button, and he pulled the paper down and looked at that button.

553 Q. What else was said at that time?

A. He said, "If you want to discuss anything you will have to do it with John Moritz, the superintendent."

I told him, "Well, get on the phone and see if you can get Mr. Moritz to come down and talk to us."

So he called Mr. Moritz' office and the phone was answered, he said the phone was answered by John Sanderson——

Q. Who said?

A. Mr. Waechter, and Sanderson told him that Mr. Moritz was out in the mill somewhere and he was not in his office at that time.

Q. This is what Waechter told you?

A. Yes, sir.

Q. Did you leave his office?

A. Yes, sir.

Q. Did you get in touch with Mr. Moritz after that?

A. Yes, sir, I called him the next day.

Q. And what was said?

A. I asked him for a meeting, an appointment for some of the fellows who were workers in the fabric department and he said, "I can not meet with you fellows. You are CIO." I told him, well, that I had not said anything about the CIO, that I was only speaking of the fabric department workers that had this grievance to discuss with him.

By Trial Examiner MYERS:

554 Q. How many were there at this meeting?

A. I don't just recall. I would say seven or ten and——

Mr. Reporter, will you please read as far as I have gone?

(Record read.)

The WITNESS. Well, he said, "I know who you are by

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your pictures in the union paper," and he refused at that time to meet with any of us fellows.

Q. Now, do you recall a conversation with Mr. Summers, Harlow Summers, pertaining to heat numbers on cards?

A. Yes, sir.

Q. When was that?

A. I believe that was after he came back, after he had been off sick, sometime in August.

By Trial Examiner MYERS:

Q. What year?

A. Of 1942.

555 By Mr. ROSELL:

Q. I will show you a calendar, if that will help you to determine the time. Here is one of 1942. 1942 is on there, isn't it?

A. Yes, sir.

Q. All right. See if that will help you, Mr. Huber.

A. I would say he returned in the latter part of——

Q. In the latter part of what?

A. September, or the early part of October, somewhere around there. I just don't remember now.

Q. Tell us about this conversation that you had with him pertaining to the heat numbers and who was there and where?

A. It was in the office of the fabric department. Jack White and Tom Hayes and myself were there.

Q. What was said?

556 A. We asked him about placing the heat numbers on these tags that went on the straight and cut materials after it was finished, and he said, "Well, I can not discuss this with you fellows. You are CIO." And he would not have anything to say about it.

By Trial Examiner MYERS:

Q. Well, how many went up to see Mr. Summers?

A. How many were there?

Q. Yes.

A. There were three.

Q. And you were there as a group representing the employees in that department?

A. Well, we were working on this job and it affected

us in our production and the time it took us to do our work.

Q. Were you just talking for yourselves or for everybody else in the department?

A. We were talking for ourselves.

Q. And not for the other employees in that department?

A. No, but it would affect the other employees, but it was just one of bad conditions.

By Mr. Rosell:

Q. You and White and Hayes——

By Trial Examiner Myers:

Q. You did not want him to do something for you that he would not do for the other employees, did you?

A. No, sir. It affected all of the employees in the
557 department that worked on those machines.

By Mr. Rosell:

Q. You were working on that type of work at that time?

A. Yes, sir.

Q. Were Hayes and White?

A. Yes, sir.

Q. Now, in December, 1942, did you work in the hot house?

A. Yes, sir.

Trial Examiner Myers. What house?

Mr. Rosell. Hot, h-o-t house.

The Witness. Yes, sir.

By Mr. Rosell:

Q. That is a department of the plant, is it not?

A. Yes, sir.

Q. That is part of what department, the hot house?

A. It is part of the bundling room. It is where they store some of the wire and they keep it at a hot temperature in order to keep the wire from rusting. They do some bundling of wire in there, too.

Q. At that time did you have a conversation with Superintendent Moritz?

A. Yes, sir.

Q. Where was it, and see if you can place the time better than I have, if you can.

A. It was in the hallway leading into the drawing
558 room between the hot house and the drawing room.

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Q. Who was there?

A. Just Mr. Moritz and myself.

Q. What was said?

A. Well, I asked Mr. Moritz why he allowed Bruce Hogue to use his name in the smear campaign against the CIO members of the Keystone and of the officers of the Keystone CIO local, and he said, "Well, what is that?" I told him where Hogue had put in his letters, in one of his letters, that I was,—he had been told by Mr. Moritz that I had came up into Mr. Moritz' office and told him that the fellows in the fabric department were laying down on some of their machines and not working, and I told him that he knew as well as I did that that was a lie, and I could not understand why a man in his position would let such stuff as that be used, and I tried to get him to say when this happened, and he could not, and he would not say. He said it must have been in his office.

Q. Who said that?

A. Mr. Moritz.

By Trial Examiner Myers:

Q. I did not understand all of that. Will you tell me that again?

A. Which part, sir?

Q. What you said to Mr. Moritz and what he said to you.

A. Do you want me to start from the beginning?

559 Q. Yes, sir.

A. I asked Mr. Moritz why he allowed Bruce Hogue to use his name, Mr. Moritz' name, in Mr. Hogue's smear campaign of the CIO members of the Keystone local, and its officers. He said, "Well, what is that?" I told him that Hogue had put into his letters to members of the plant——

Q. Members of what plant? Do you mean the employees?

A. Of the Keystone, yes, sir, that I had came up into his office, Mr. Moritz' office, and told him that the men were laying down on the job in the fabric department, and I told him this was a lie and I could not understand a man in his position allowing that to be used and tried to get him to say when it was.

Q. When what was?

A. When it was that I had came into his office and told

him. He said that he could not place the time but he said it must have been in his office.

Q. Did he maintain then that you had told him?

A. Yes, sir, he still said that I had said that to him.

Q. Did he say anything about how Hogue found out about it?

A. He said he did not know just how. He probably had mentioned it sometime in their meetings.

Q. Did he say that, that Hogue was present when you made that statement to him?

A. Sir?

560 Q. Did Mr. Moritz say that Hogue was present when you made that statement to him?

A. No, sir, according to Mr. Moritz, when I questioned him about it, nobody was present but he and I.

By Mr. Rosell:

Q. What else was said in that conversation, if anything.

A. He said that I was involved in one of the biggest rackets in the world, the CIO union, and if I would just keep on with some more of the things that I had said in our union meetings that I would not get very far with it. I asked him how he knew what I had said in the union meetings unless he had placed somebody there for that purpose. Then he changed his statement and did not say "meetings", but he said "paper."

562 By Mr. Rosell:

Q. Who is Henry Cordes?

A. He is the foreman of the drawing department and he has charge of the bundling room and high carbon and hot house cleaning room, I believe.

Q. He has a foreman under him?

A. He just acts as a sort of superintendent over this department.

Q. At the time you were working in the hot house, which was under the charge of Mr. Cordes, did you have a conversation with him in the latter part of 1942 or the early part of 1943, that is, the latter part of December or the early part of January?

A. Yes, sir.

563 Q. How long after you had come into that department, about?

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A. Well, I had been working in the hot house and then I was told to report to the drawing room office as they needed a man there to help draw wire, and this conversation took place the second day that I was helping to draw wire in the drawing room.

By Trial Examiner MYERS:

Q. When would you say that was?

A. That was probably sometime in January.

By Mr. ROSELL:

Q. Of 1943?

A. Yes, sir.

Q. Where did you talk to Mr. Cordes?

A. Well, the second day I was working the second turn, and I walked out to the job where I had worked the day before to go to work and Mr. Cordes followed me out to the job and stopped me just before I started to work and said that I would have to quit soliciting CIO members.

Q. What else was said?

A. I asked him how he knew that I was soliciting CIO members. He said, well, that a fellow had reported me as doing that. I asked him who it was and he said well, he could not tell me, and I asked him why he let the ISWA committee man run up and down the aisle-way doing anything that he pleased and he had not said anything to him about that. He said, well, the Alliance
564 had bargaining rights, that they had a right to do that, but he said anyway, two wrongs do not make one right.

613 By Mr. ROSELL:

Q. Mr. Huber, to take you back: Do you recall testifying at a meeting with Mr. Summers and some other men on or about the 15th of June, 1942 at a grievance meeting between the management and the
614 Alliance, do you recall that meeting?

A. Yes, sir.

Q. Now, I believe you stated—correct me if I am wrong—that a day or so prior you had had a meeting of the C.I.O.?

A. Yes, sir.

Q. Now, how many were present? I will withdraw that

question. You were elected temporary president at that meeting, is that correct?

A. That is right.

Q. Now, how many were present, if you know, at this meeting of the C.I.O. at which you were elected temporary president?

A. How many——

Q. How many persons were present?

Mr. McGrath. We object to that as immaterial.

Trial Examiner Myers. Overruled.

The Witness. I believe seventeen not including Mr. Bailey.

Q. Were all seventeen members—were all seventeen employes of the Keystone?

A. Yes, sir.

By Mr. Rosell:

Q. Now, I believe I showed you, Mr. Huber and you identified Board exhibit 43, which was a letter to you dated June 29, 1942 advising you that you would be thrown out of the ISWA, do you recall that letter?

615 A. From Mr. Bruce Hogue?

Q. Yes.

A. Yes, sir.

Q. Now, after you received that letter, at about that time did anybody else in the department receive any letter from Mr. Hogue?

A. Yes, sir. About——

Q. When?

A. About June the 5th, two days, I believe, after I received my letter.

Q. Now, who received letters in your department from Mr. Hogue at that time?

A. There was fourteen fabric employes that—there were seventeen altogether but fourteen of them were from the fabric department and three, I believe, were from the steel mill.

Q. Did you receive one at that same time?

A. No, sir.

Q. Now, did you see those letters?

A. Yes, sir.

Q. And how did they come, if you know?

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A. They came through the company mail to the fabric department.

Q. And did any of the men show you these letters?

A. Yes, sir, several of them.

Mr. Rosell. I will ask the reporter to mark this
616 as Board exhibit No. 50 for identification.

(The document above referred to was marked "Board's exhibit No. 50" for identification.)

By Mr. Rosell:

Q. I show you Board exhibit No. 50 for identification and ask you whether you have ever seen that document or a copy like it at or about the date it bears?

A. Yes, sir.

Q. Now, is that the letter that you were speaking of?

A. Yes, sir.

Mr. Rosell. I ask that it be received in evidence, Mr. Examiner.

Trial Examiner Myers. Any objection, gentlemen?

Mr. McGrath. I haven't had a chance to read it yet, your Honor. I have never seen it before.

Trial Examiner Myers. All right.

Mr. McGrath. The only objection we have to it is that it is something that we don't believe can be chargeable against the respondent, Keystone Steel & Wire Company, as not having been issued by them and something of which they have no knowledge.

Trial Examiner Myers. Any objection, Mr. Champion?

Mr. McGrath. We object to it on that ground.

Trial Examiner Myers. I will overrule the objection and receive the paper in evidence as Board's exhibit No. 50. I will ask the reporter to please mark it as
617 Board's exhibit No. 50.

(The document above referred to, heretofore marked "Board's exhibit No. 50" for identification, was received in evidence.)

By Mr. Rosell:

Q. Mr. Witness, I show you Board exhibit 50 and I call your attention to the name of,—the first name up in the upper left hand corner, Winfred Hout. Is that a fabric man?

A. No, sir, he is a galvanizing man.

Q. Bert Broadstone?

A. No, sir. I believe he is in the steel mill if I am not mistaken.

Mr. CHAMPION. Pardon me just one moment, please. What was the second name you called there?

Mr. ROSELL. Bert Broadstone. It is the third name in the second column from the bottom.

Q. Is Calvin Blue in that department?

A. He was from the cleaning department.

Q. And Luther Hayes, is he a fabric man?

A. No, sir; he is from the steel mill.

Q. That is four. You said that there were fourteen fabric men. Do you wish to correct your answer at this time?

A. There was thirteen fabric men.

Q. Now, when you worked at the plant what would you have to do before you could get into the plant on an off shift hour?

A. You had to stop in the gate office to see Mr.
618 Spaeth, personnel director and obtain a pass and he asked you why you were going in and who you were going to see and when you went through the gate office you showed that to the gate man and he marked the time that you went through the gate.

Trial Examiner MYERS. When Mr. Spaeth wasn't there who did you see?

The WITNESS. Well, some other—they had two or three parties on the personnel department and any one of them could make you a pass but most of them were O.K.'D by Mr. Spaeth.

By Mr. ROSELL:

Q. That is when he is there?

A. Yes, sir.

Q. But he isn't there all shifts, is he?

A. One of the other fellows then O.K.'s it.

Q. Now, when you come out what do you do with the slip?

A. You turn it into the gate office and the gate man marks the time that you get back to the gate office onto the pass so that it shows when you went in and when you came out.

Mr. ROSELL. That is all from the Board at this time.

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Trial Examiner MYERS. Any questions, Mr. McGrath?

CROSS-EXAMINATION

620 Q. Now, at the time you joined the—at the time you went to work at Keystone did you join this KEA?

A. Sometime, yes, directly after I went to work there. I don't recall just when it was.

Q. And then later you joined the ISWA?

A. Yes, sir.

Q. And at the time you joined the ISWA was the CIO a competing union in that plant?

A. No, sir.

Q. When did the CIO undertake their work in organizing or attempting to organize the men in the Keystone Steel & Wire Company, if you know?

A. Sometime in the early part of 1942.

Q. And prior to that time there had been no competing union in there, as I understand it?

621 A. Not to my knowledge.

Trial Examiner MYERS. Did the A. F. of L. ever try to organize the plant while you were employed there?

The WITNESS. I don't remember, sir.

By Mr. MCGRATH:

Q. Now, when you said, Mr. Huber,—when you testified that you saw certain members of the Alliance soliciting applications—strike that out. Up until the CIO started to organize the workers there practically all of the employes had joined the Alliance, isn't that true, and were voluntarily having their dues checked off by the company?

Mr. ROSELL. I will object to that.

Mr. MCGRATH. If he knows.

Mr. ROSELL. Oh, if he knows.

Trial Examiner MYERS. All right.

Mr. ROSELL. Well, I don't know that he knows if all of them joined.

Trial Examiner MYERS. I mean with this addition is the question all right?

Mr. ROSELL. I will withdraw the objection.

Trial Examiner MYERS. Will the reporter please read the question to the witness?

(Question read.)

The WITNESS. Well, I wouldn't say how many belonged to it. I know in our department practically all of them belonged to it. As far as voluntarily, I couldn't
622 say about that because I have heard quite a bit of discussion where the fellows expressed the opinion, well, you had better belong to it.

By Mr. McGRATH:

Q. Well, did you voluntarily join?

A. At that time I didn't understand the—the company had not notified anybody, to my kwowledge, that the KEA had been dissolved or why or anything else and the fellows that signed me onto it I took as KEA, as a KEA committeeman and I didn't ask him very many questions about it.

Q. Well, you knew it had been dissolved, didn't you?

A. No, I did not.

Q. Did you sign a new application card to join the Alliance?

A. Yes, sir.

Q. You knew it was at least supposed to be a new organization, didn't you?

A. Well, it was supposed to be, yes, as far as I knew.

Q. You knew that it wasn't a competing union? You didn't think it was a competing union with the KEA, did you?

A. I didn't know what it was.

Q. And you joined it without knowing what it was?

A. Only that it was put up to me by a fellow that I knew as a KEA committeeman and told to sign the card.

Q. He asked you to sign, didn't he?

A. He gave me a card, laid it down,—he handed me a card and said, "Sign this."

623 Q. Yes. Had you been forced to sign the KEA card?

A. The KEA?

Q. Yes.

A. No.

Q. You joined the KEA voluntarily, didn't you?

A. Well, I was working for the company and that was the company union.

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Q. Well, I say you voluntarily joined?

A. Well, to my mind I was a little in fear of the reaction of what would happen to me if I did not.

Q. What member of the management ever talked to you about the KEA or indicated to you, if any member of the management ever did, that it was to your best interests to join the KEA?

A. KEA?

Q. Yes, sir.

A. I don't recall that.

Q. There was nobody connected with the management ever asked you or suggested to you that it was to your best interest to join either the KEA or the Alliance, isn't that true?

Mr. Rosell. I will object to that, Mr. Examiner. He has got a double barreled question in there.

Trial Examiner Myers. I will sustain the objection. Break up the question, please, Mr. McGrath.

By Mr. McGrath:

Q. Well, did anybody, any member of the management ever tell you that it was to your interest to join
624 the Alliance?

A. Yes, sir.

Q. Which one?

A. Fred Hansuth, department foreman in the fabric department.

Q. Fred who?

A. Fred Hansuth.

Q. Fred Hansuth, all right. Is he the fellow that got your application?

A. He was the foreman of the fabric department.

Q. What did he say to you and when did he say it to you?

A. Well, it was sometime after I signed the card for the Alliance. He said, "Well, I think you are better off with this kind of a union than you would be with an outside union."

Q. Well, there wasn't any outside union trying to organize at that time, was there?

A. That was my feeling. I had no choice when I joined.

Q. Well, I mean when he told you that you were better off with this than with an outside union, there wasn't any outside union even trying to organize the men, was there?

A. Not that I know of.

Q. Well, what did you think he meant when you say he told you that?

A. I thought that he meant that we were better off to have that kind of a union than we were to have a bona fide union.

Q. Well, did you say to him you preferred an
625 outside, what you would call a bona fide union?

A. I didn't understand the question.

Trial Examiner MYERS. Do you wish it re-read?

The WITNESS. Yes, sir.

Mr. MCGRATH. I will withdraw the question and we will get along quicker.

Q. Now, when did this conversation that you have just mentioned with Mr. Hansuth take place and where?

A. In the office of the fabric department.

Q. In the office of the fabric department?

A. Foreman's office, yes, sir.

Q. All right. Now, when?

A. I can't place the time exactly.

Q. Well, about when?

A. I can't——

Q. You can't even attempt——

Trial Examiner MYERS. Do you know what year it was?

By Mr. MCGRATH:

Q. Do you know what year?

A. It must have been 1937.

Q. After or before you joined the Alliance?

A. After.

Q. And who was there?

A. There was nobody else there.

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704 JOHN A. MORITZ, a witness called by and on behalf of the National Labor Relations Board, having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

Trial Examiner MYERS. What is your name, sir?

A. John A. Moritz.

Q. Will you please spell your last name for the record?

A. M-o-r-i-t-z.

Q. And where do you live, Mr. Moritz?

A. 707 South Fifth Street, Pekin, Illinois.

Trial Examiner MYERS. You may be seated, sir.

By Mr. ROSELL:

Q. Mr. Moritz, you are employed by the Keystone Steel & Wire Company, aren't you?

A. Yes, sir.

705 Q. How long have you been with the company?

A. With the exception of eight years since 1912.

Q. And those eight years were when?

A. At the Crawfordsville Steel & Wire Company, Crawfordsville, Indiana.

Q. Or the Mid-States Steel & Wire?

A. That is right.

Q. That is a subsidiary, is it not, of the Keystone Steel & Wire Company?

A. Yes, sir.

Trial Examiner MYERS. How far is that plant from Peoria?

The WITNESS. About 170 miles, 175.

By Mr. ROSELL:

Q. The Keystone Steel & Wire Company has a stock control interest in Mid-States Steel & Wire, is that correct?

A. Yes, sir.

Q. Now, what is your present position with the company?

A. Superintendent of wire mills.

Q. And do you enforce the labor policy there?

A. I try to.

Q. And you are familiar, are you not, with Board exhibit No. 22, which is the labor relations policy of the company?

A. Yes, sir.

Q. That was printed in December, 1940, is that correct?

A. Yes, sir.

706 By Trial Examiner MYERS:

Q. Was it distributed then?

A. Yes, I guess it was. I don't know just how soon after it was published that it was distributed. I know that it was distributed.

Trial Examiner MYERS. Was it distributed in or about December, 1940, Mr. McGrath?

Mr. MCGRATH. I don't know. They say it was made available. They just don't know what date, nor the character of distribution that took place.

Trial Examiner MYERS. I mean it became effective in December, 1940, is that right?

Mr. MCGRATH. Yes, sir.

Trial Examiner MYERS. Do you so stipulate?

Mr. MCGRATH. Yes, sir.

Trial Examiner MYERS. Do you, Mr. Champion?

Mr. CHAMPION. Yes.

Trial Examiner MYERS. Do you, Mr. Rosell?

Mr. ROSELL. Yes, I will stipulate to that effect.

Q. Mr. Moritz, I show you Rule 12, Sub-paragraph B, No. 8 in parentheses. Are you familiar with that rule? That is: "Typical causes in which temporary suspension and notice will be given before final dismissal are," and number 8 reads:

"Engaging in any form of solicitation on company premises, without company permission."

707 A. Yes, sir.

Q. What does that rule mean, Mr. Moritz?

Mr. MCGRATH. We object to that. We submit the rule speaks for itself.

Trial Examiner MYERS. Do you mean how is it construed?

Mr. ROSELL. That is right.

Q. How is the rule construed?

A. Well, in substance it means just exactly what it says and we try to enforce it.

Q. Well, does it mean a man cannot have a card in his locker?

Trial Examiner MYERS. Now, wait a minute.

By Trial Examiner MYERS:

Q. Does it apply only to labor unions or anything at all?

A. It was made generally but on charitable things, probably like Keystone Employees Benefit dance or like one of

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the boys testified yesterday about a bowling meet, about a bowling ball or a chicken, why, naturally you know those things go on and you know that they occur but since they are more or less wholesome you let them go.

Q. What about union solicitation?

A. Union activities we try to hold down and that is only to try to save trouble.

Q. How do you construe the word "solicitation"? Do you mean,—would you say that if a man goes and asks his fellow employe to join a labor organization, is that solicitation?

708 A. I wouldn't think so.

Q. Does "solicitation" mean that if a man meets another fellow employe on company property and hands an application card to him and asks the man to sign that card, would that be a violation of the rule?

A. It would be a violation.

Q. Well, if a man asks on his way to,—when he is on company property but hasn't started working and hasn't punched in and he asks another man to sign a card to belong to a labor organization, would that be a violation of the rule?

A. Well, I suppose it would be a violation of the rule although I have never known of that anybody has been criticized for something like that, I will put it that way.

Q. Or if a man asks a fellow employe to join a labor organization without offering an application card, while the two of them are on company property but before either one started to work, is that a violation of the rule?

A. Probably it is, yes, but I never bother them.

Q. Is it a violation of the rule for one employe to ask another employe on company property and during company time to join a labor organization?

A. I would say again literally, yes.

Q. What do you mean "literally"?

A. Well, because according to your labor relations policy——

Q. Not mine; you mean yours.

709 A. Well, ours then, all right.

Q. I haven't anything. Well, is it violative of the rule for an employee to distribute union literature on company property?

A. To distribute union literature on company property? Yes.

Q. Is it violative of the rule for an employe to distribute union literature before work but on company property?

A. I would say literature, yes; that is, in the form of handbills and things like that?

Q. Handbills, that is what I mean.

A. Not maybe memorandums pertaining to union activities or meetings, no.

Q. Distributing handbills is not a violation of the rule?

A. Yes, that is.

Q. What do you mean by "memorandums"?

A. Well, like, say, memorandums of a meeting or some committeeman calls a meeting or sends a memorandum to me about a meeting.

Q. I mean John Jones is an employe in one of your departments. He comes in with some handbills of a union.

A. Regardless of the union.

Q. And this is before working hours and he wants to distribute these handbills. By doing so would he violate the rule?

A. Yes, sir.

Q. Would he do so if he distributed them after
710 working hours?

A. On company property?

Q. On company property?

A. Yes, sir.

Q. And if he distributed them on company property and during working hours, is that right?

A. Yes, sir.

Q. What about rest hours, when they rest? Have you got a time when they rest or they eat?

A. On company property?

Q. On company property.

A. Yes, it is still the same, still wrong.

Q. They have no right at any time to distribute union literature on company property, is that right?

A. That is right.

Q. What about distributing application cards for membership on company property before working hours and after working hours, is that a violation of the rule?

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A. Well, I haven't stopped it.

Q. Well, is it a violation of the rule?

A. I would say it could be construed as a violation of the rule.

Q. Is it a violation of the rule to have these application cards for membership in a labor organization on the person of an employe?

711 A. On company property?

Q. On company property.

A. No.

Q. I mean if he has them in his pocket?

A. No.

Q. As long as he does not distribute them, is that right?

A. That is right.

Q. But supposing he puts these application cards for membership in a labor organization in his locker and the locker is on company property, is that a violation of the rule?

A. I wouldn't think so.

Q. Now, is it a violation of the rule if one employe comes up to another employe and asks the second employe for a membership card, would either one or both be violating the rule if the second man gave the first man a card?

A. Oh, I don't know.

Q. And this happens on company property before working hours and after working hours.

A. I don't suppose that it should be done. We know that it exists and has with both unions, the Alliance and the C.I.O. both.

Q. I haven't any union in mind.

A. I know that.

Q. I am just trying to find out how you construe this rule.

A. We have interpreted it pretty broadly, I will

712 answer it that way.

Q. I am not making any finding on it. I am just trying to find out. What do you mean by "very broad"?

A. Because we have——

Q. What do you mean by "interpreted it very broadly?"

A. Because according to that labor policy probably we could criticize or—I would say criticize anybody for any rumor on anything that we heard but we certainly do not attempt to do it because if we did that is all we would be doing.

Q. Well, would this man who gave the application card to the man who asked for a card, would he be violating the rule even though that did not happen during working hours?

A. Yes. It should not be done.

Q. What about talking about unions, about unionism in general before and after working hours? Is that a violation of the rule?

A. It is supposed to be a violation of the rule. We know it goes on and everybody else knows it goes on.

By Mr. Rosell:

Q. If a man had cards in his locker, application cards for membership in a union and before work a number of men come to the locker and obtain cards, would that be a violation of the rule?

A. I imagine it would be. It should not be done. Men come there prepared to go to work and that should be their sole responsibility.

713 Q. How long has this rule been in force?

A. I don't think I said it was in force.

Q. Pardon?

A. I don't think I said it was in force or enforced. It has been in force.

Q. It has been in force?

A. Not enforced.

Q. It has not been enforced?

A. I don't think it has.

Q. At any time?

A. I don't know exactly what you have in mind. You mean that particular rule?

Q. That is right.

A. Of cards being in lockers?

Q. No, I didn't say that.

Trial Examiner Myers. No, he means the rule in general.

By Mr. Rosell:

Q. The rule in general.

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A. The rule in general?

Q. That is right.

A. Well, I have tried to use the practice that as long as particular individuals or a group of individuals complained to me about being molested, that I didn't bother them.

Q. That you what?

A. That I didn't bother about it, that I didn't follow up anything.

714 Q. You did nothing about it?

A. I did nothing about it unless an individual or a group of individuals complained to me personally about being molested.

Q. And then what did you do about it?

A. Sometimes I spoke to them personally. There has been a few times when maybe a man would be in my office that day or the next day; maybe it would be an Alliance committeeman, or I would write a memorandum. I have gotten criticism from both sides.

Q. Now, getting back to what I just asked you about, suppose John Jones in his locker had literature and cards and before working hours as the men went into the locker room they would come up to him and ask him for these cards and literature, would that be a violation of the rule?

A. It would be.

Trial Examiner Myers. You mean Jones would be violating the rule, is that what you mean?

A. Yes.

Q. What about the other fellows, would they be violating the rule?

A. Oh, I don't know. I would think the violator would be the man that put them out.

By Mr. Rosell:

Q. How long back does this rule go, this general rule? Has that been the policy of the company for a

715 long time?

A. Yes, as far as I am personally concerned it has been.

Q. How long have you been superintendent?

A. Since December, 1936.

Q. Well, has it been a rule since December, 1936, since you are superintendent?

A. I wouldn't say right then because I was a long while getting my feet on the ground, or trying to, so I would say three or four or five years it has been my policy to practice that way.

Q. Was it the rule before you became superintendent? A. I don't know.

Q. Weren't you acquainted with the rules then?

A. No, sir. I didn't pay any attention to any rules, all the old rules. I have tried to run the shop the way I thought it should be run, in the most honest and fair way that I know how and I have tried to conduct myself exactly that way ever since, possibly with a lot of mistakes, I don't know, but at least I have tried to be honest and fair.

Q. Is it a violation of the rule for a man to sell insurance around there?

A. Yes, I guess it would be.

Trial Examiner MYERS. You mean on company property?

Mr. ROSELL. On company property.

A. I imagine it would be.

716 Q. You would know, wouldn't you, whether it is or is not?

Mr. MCGRATH. I object as wholly immaterial. There is no charge here of any violation of the rule by reason of the sale of insurance.

Trial Examiner MYERS. Overruled.

By Mr. ROSELL:

Q. Well, was the rule in force and enforced against anyone if they sold insurance?

A. I don't know.

Mr. MCGRATH. I object to that. It is wholly immaterial.

Trial Examiner MYERS. Overruled.

Mr. ROSELL. Pardon? What was your answer?

The WITNESS. I don't recall if there was.

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721 JACK WHITE, a witness, called by and on behalf of the National Labor Relations Board, having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

Trial Examiner MYERS. What is your name?

A. Jack White.

Q. Will you please spell your last name for the record?

A. W-h-i-t-e.

Q. Where do you live, Mr. White?

A. 221 Collier in Bartonville, Illinois.

Trial Examiner MYERS. You may be seated, sir. You may proceed, Mr. Rosell.

By Mr. ROSELL:

Q. Mr. White, you worked for the Keystone Steel & Wire Company, did you?

722 A. Yes, sir.

Q. When did you start to work there?

A. December the 18th, 1933.

Q. And what department did you start in?

A. I started in the yard.

Q. And how long did you work there?

A. Two weeks, I believe.

Trial Examiner MYERS. As part of the yard gang?

The WITNESS. Yes, sir.

By Mr. ROSELL:

Q. And then what did you do, where did you go from there?

A. I went to the—I was transferred to the fabric department.

Q. That was about the first part of 1934, is that right?

A. Yes, sir, in January.

Q. And thereafter were you assigned to the fabric department?

A. Yes, sir.

Q. And that was true until about the end of May or the beginning of June in 1943, is that right?

A. Yes, sir.

Trial Examiner MYERS. You worked in that department continuously?

The WITNESS. Yes, sir.

By Mr. Rosell:

Q. Now, were you a member of the Keystone
723 Employees Association, Mr. White?

A. Yes, sir, I was.

Q. And about when did you join that?

A. Well, I believe it was in the process of organizing when I went there and I think it was about six or eight months maybe before I was handed a card; that is the best I recollect.

Q. Were you ever a department representative under the KEA?

A. Yes, sir.

Q. What year about was that?

A. I believe that was in 1935 and 1936.

Q. That is, you were elected at the end of 1935 and that ran into 1936?

A. Yes, sir.

Q. And that was department representative for the fabric department?

A. Yes, sir.

Q. And were you a member of the general committee of the KEA at the time you were department representative?

A. Yes, sir. I think all department committeemen were members of the general committee. I think it was the general committee in the KEA.

Q. Now, were you made an adjuster in the fabric department?

A. Yes, sir.

Q. About when was that?

A. I believe that was in 1936. I can't——

724 Q. What part of the year 1936?

A. I can't set the date; maybe the middle of 1936.

Q. Were you a KEA representative at that time?

A. Yes, sir.

Q. And who else was an adjuster at the time you were in your department?

A. Alva Jenks and Leonard Nelson.

Q. They did the same kind of work as you did?

A. Yes, sir.

Q. Now, was an adjuster part of the supervisory list?

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A. Yes, sir.

Trial Examiner MYERS. What are the duties of an adjuster?

A. Well, inspection of material. In the fabric department they had no second and third foremen at that time and we was—the adjuster was considered more or less the leaders on that shift, I believe.

Q. What did you do?

A. Well, we was mostly on the straight and cutting machines. Well, it was electric weld machines, both. We ordered wire and traced down where it was lost and gave the orders to the fellows as they was used.

Q. What kind of orders?

A. General orders to make up on machines such as electric weld and welding wire and different orders.

Q. Do they still have adjusters at the plant?

725 A. They have one.

Q. In the fabric department?

A. Yes, sir. They did when I left there.

Q. I mean they did when you left there.

A. Yes, sir, and he was on days. They didn't have any on second and third. They had a second turn foreman, I believe.

Q. What turn were you on?

A. I was on the swing shifts, I worked all three shifts, alternate shifts.

Trial Examiner MYERS. Go ahead, Mr. Rosell.

By Mr. ROSELL:

Q. Now, after you became an adjuster did you continue to act as department representative for the KEA?

A. Yes, sir. I went to the——

Q. Well, just answer my question.

A. Yes, sir.

Q. I will ask you further questions. Don't volunteer anything unless I ask you to explain something.

A. I am sorry.

Q. While you were a department representative and a member of the KEA general committee were you a member of any of the KEA other committees, like seniority or any of those other committees?

A. I was on the wage committee in the KEA.

Q. Of the KEA?

A. Yes, sir.

726 Q. That is during what year?

A. 1936.

Q. And was that while you were an adjuster?

A. I believe it was.

Q. Now, did Alva Jenks and Leonard Nelson do the same kind of work you did?

A. Yes, sir.

Q. And were they on the supervisory list?

A. Yes, sir.

Q. And did they belong to the KEA, if you know?

A. Yes, sir.

Q. And did they attend the KEA meetings?

A. Yes, sir.

Q. Were they adjusters before you were or were they made adjusters at the same time you were?

A. They were adjusters before I was for some time.

Q. And do you know if they belonged to the KEA before you became an adjuster and while they were adjusters?

A. Yes, sir.

Q. Now, while you were a department representative of the KEA were department meetings held?

A. Yes, sir.

Q. And where were they held?

A. Well, they were held over the foreman's office in the galvanizing department and some were held in

727 the fabric department.

Q. Right in the department?

A. Right in the department, in the tool room and I think one maybe out in the shop.

Q. And did you attend meetings like you just described?

A. Yes, sir.

Q. Now, as to those employees in the fabric department who were not department representatives, would they attend KEA department meetings?

A. Yes, sir.

Q. And would they leave their machines and go to attend these meetings?

A. Yes, sir.

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Q. Would you leave your machine at any time to attend any meetings of the KEA?

A. Yes, sir.

Q. Now, when you left your machine to attend KEA meetings were any deductions made from your pay check for the time you were away from your machine?

A. No, sir.

Q. Now, do you know if the same was true of other employes who were not department representatives in your department?

A. Yes, sir.

Q. Did you serve out your full term as a department representative for the KEA after you were elected.

728 Do you understand my question?

A. I believe I did. Yes, sir, I did.

Q. Did you continue to attend KEA meetings all through the time you were a department representative?

A. No, sir, I didn't attend the last two or three meetings.

Q. And can you tell us what happened?

Mr. CHAMPION. When?

Mr. ROSELL. At this time.

Trial Examiner MYERS. You mean why he did not attend the last two or three meetings?

Mr. ROSELL. That is correct, sir.

A. Well, my foreman——

Mr. MCGRATH. Were you talking about Alliance or the KEA?

Mr. ROSELL. KEA.

A. My foreman showed me a letter that he had received from Bruce Hogue——

Trial Examiner MYERS. Who was your foreman?

A. Fred Hansuit—that the supervisors could attend meetings but they couldn't have any voice in the meetings and I didn't attend any more because I didn't see any reason, if I couldn't have any voice, to attend meetings.

Q. Could foremen belong to the KEA?

A. No, sir.

By Mr. ROSELL:

729 Q. Now, when the Alliance got started did you join the Alliance?

A. No, sir; no, I did not.

Q. Were you asked to join the Alliance?

A. Yes, sir, I was.

Q. And by whom?

A. Well, one fellow I remember in particular was Nate Tindell.

Q. And about when did he ask you to join the Alliance?

A. Well, that was maybe a month or two after they started to signing the fellows into the Alliance. I can't recall just when that was. I know I figured I was about maybe the last one that they came to.

Q. And where did Tindell ask you, do you recall?

A. On No. 1 straight and cut machine.

Q. Was that in the plant?

A. Yes, sir.

Q. Can you tell us the conversation, if you can recall, between yourself and Tindell?

A. Well, he asked me if I wanted to sign up? And I asked him to——

Mr. McGrath. Pardon me just a minute. I object to this conversation in so far as the respondent is concerned, unless it is shown that this Tindell had some authority from management or was connected with the management.

Mr. Rosell. I will connect it up.

730 Trial Examiner Myers. Overruled. If he doesn't connect it up, why, I will entertain a motion to strike.

Q. Was Tindell employed in the plant?

A. Yes, sir.

Q. Was he connected with the Alliance?

A. Yes, sir. I am sure he was a committeeman or an officer or something; maybe on the seniority committee. I am not positive. I know he was active in the Alliance.

Q. Now, what was said between yourself and Tindell?

A. Well, he asked me if——

Mr. McGrath. Pardon me. My objection was not that he was not connected with the Alliance. My objection was that he should be required to show, before it could be in any way binding upon the management, that he was in some——

Trial Examiner Myers. Well, the Board's theory, undoubtedly, is that the Alliance was part of management

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and was getting members for them and those connected with the Alliance were agents of the company, is that true?

Mr. Rosell. Well, the complaint alleges it is dominated.

Trial Examiner Myers. Yes.

Mr. McGrath. As I understand it, the trial here is to determine whether or not that condition did exist.

Trial Examiner Myers. Well, if he doesn't prove it, well, then, it all goes out, doesn't it? The complaint will be dismissed as to that. Overruled.

731 The Witness. Well, he came up to me on the machine and asked me if I wanted to sign up? I asked him, "to sign up in what?" And he said "ISWA," the Independent or something. I asked him what was the difference between the independents and the other union? And he said something about the—we was going to pay dues and we was going to meet in a hall of their own. And I asked him if that was all the difference? He said they wasn't going to get paid for attending meetings. And I told him I didn't want to sign into it because I couldn't see any difference in it and the KEA and at any time he could show me the difference in it, why, I would talk to him about signing into it. We had quite a discussion about it, oh, maybe for an hour, an hour and a half. That is about all I recall at this time that was said.

By Mr. Rosell:

Q. Did you ever join the ISWA?

Mr. McGrath. Just a minute. At this point in the record I want to move that that testimony be stricken so far as the respondent is concerned, on the ground that Mr. Tindell,—it has not been developed that Mr. Tindell had any authority whatever to speak on behalf of the corporation or the management, the respondent.

Trial Examiner Myers. The motion is denied.

By Mr. Rosell:

Q. Did you ever receive any letter or see any bulletin posted by the company stating that the company was disestablishing the KEA?

732 A. No, sir.

Q. At the time the Alliance got started did you

yourself see any employes signed up for the Alliance in your department, that is, in the plant?

A. Oh, yes, that was general, I would say, in the department.

Q. Now, where did you see them signing up, in what part of your department?

A. Why, I saw them in the foreman's office and any place they would contact a fellow. It was general. It happened every day for a while.

737 Q. Did you join the C.I.O.?

A. Yes, sir.

Q. And when did you join?

A. I believe it was in the latter part of February, 1942.

Q. Was anyone else in your department active in it at that time, or were you the first one?

A. I believe I was the first one. There was quite a bit of talk among the fellows.

Q. Now, when did you start active organizing of the employes?

A. Oh, I don't know. It was May or June.

Q. And when did you hold the first organizational meeting?

Mr. McGrath. What year was that? I would like to have that.

The Witness. 1942. I believe it was around the middle of June.

By Mr. Rosell:

Q. Of 1942?

A. Of 1942.

Q. And were officers elected at that time?

A. Yes, sir.

Q. Now, after that meeting can you describe for us what happened within your department pertaining

738 to the union and the work?

A. Well, Bruce Hogue came into the department the next day or two.

Q. After what?

A. After the meeting of the election of officers of our local and he called John Huber off the machine that I was working on.

Q. About what time of the day was this?

A. I believe that was just after lunch.

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Q. And how was he——

Trial Examiner MYERS. What hour was that?

The WITNESS. I would say around 12 o'clock.

Trial Examiner MYERS. All right. Every shift has a different hour for lunch.

The WITNESS. Yes, sir.

By Mr. ROSELL:

Q. This was during the day, was it?

A. Yes, sir.

Q. And how was Bruce Hogue dressed?

A. He was dressed in his street clothes.

Q. Now, what happened? Describe what happened, that you know of?

A. Well, there was three of us on the machine and he called Mr. Huber off the machine and they had quite a conversation there.

Q. How long, can you estimate it?

739 A. Well, it seemed quite a long time to me. I was doing work.

Mr. MCGRATH. Pardon me.

Mr. ROSELL. No, just tell us your estimate, not how it seemed.

A. I would say about three-quarters of an hour.

740 By Mr. ROSELL:

Q. And were you working on the machine?

A. Yes, sir.

Q. Did you hear the conversation between Huber and Hogue or any part of it?

A. No, I can't connect up the conversation at all.

Q. What do you mean by that?

A. Well, I just heard snatches of it and I couldn't connect it up because I was very busy.

Q. Well, do you know what they were talking about at all?

A. Well——

Mr. MCGRATH. We object to that.

Trial Examiner MYERS. I will sustain the objection.

By Mr. ROSELL:

Q. After that conversation that Huber and Hogue had what happened pertaining to the union in your depart-

ment or work in your department, if you know? Can you tell us? Describe it.

A. Well, about the second or third day Mr. Huber got a letter.

Trial Examiner MYERS. After what?

The WITNESS. This conversation on the machine.

By Mr. ROSELL:

Q. Did you see the letter?

A. Yes, sir.

Mr. CHAMPION. Mr. Examiner, I don't believe the question and answer was connected up. Just let us have it read and see if there was an answer to the prior
741 question. Maybe I didn't hear it.

Trial Examiner MYERS. Read the last couple of questions and answers, please.

(Record read.)

Mr. CHAMPION. I didn't hear the "letter" in the previous answer.

By Mr. ROSELL:

Q. I show you Board exhibit No. 43 and ask you whether this is the letter you just spoke about?

A. Yes, sir, that is the letter.

Mr. BARR. What exhibit is that, what number?

Mr. ROSELL. 43.

Q. Now, after that letter,—after you saw that letter did you see any other letters?

A. Yes, sir. About a day or two following that there was quite a few of those letters came into the department to the fellows.

Trial Examiner MYERS. What do you mean by "letters came into the department?"

The WITNESS. From Mr. Hogue.

By Mr. ROSELL:

Q. Did you see any of them?

A. Yes, sir, I think I seen all of them.

Q. Do you know any of the fellows in your department who got them?

A. Yes, sir.

Q. Who? Can you name any?

742 A. Leonard Nelson—or Arvid Nelson.

Q. I show you Board exhibit 50 and ask you whether that is one of the letters you saw at that time?

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A. Yes, sir.

Q. Now, after those letters were received can you describe what, if anything, happened following that in your campaign and in the work?

A. Well, our department, the fabric department, closed down to three days a week for the normal crew and the fellows that wasn't on the normal crew was shifted to other departments.

Trial Examiner MYERS. What time? When did that start?

A. Sir?

Q. When did that start?

A. Start?

Trial Examiner MYERS. Will you read the question, please?

(Question read.)

A. Oh, about three or four days later, I believe.

Q. Later than what?

A. Than those letters came into the department, those last letters.

By Mr. ROSELL:

Q. Now, how many men had been working in the department during May and the early part of June, 1943?

A. Well, I would say around 40 or more.

Q. And how many days per week were the men in the fabric normal force working at that time?

743 A. Before the slack period?

Q. That is right.

A. They were working forty hours a week.

Q. So that you had more men working there than the normal force, is that correct?

A. Yes, sir.

Q. Now, about when did the slack come in there?

A. Oh, it was the latter part of the month, I would say around the 25th or some time in there. I can't place it exactly.

Q. You mean about——

Mr. MCGRATH. 25th of what?

By Mr. ROSELL:

Q. 25th of June, 1942?

A. Yes, sir.

Mr. ROSELL. I will ask the reporter to mark this as Board exhibit No. 51 for identification.

(The document above referred to was marked "Board's exhibit No. 51" for identification.)

Q. Mr. White, I show you Board exhibit 51 for identification and ask you whether you have ever seen that before?

A. Yes, sir.

Q. And did you receive that on or about the date it bears?

A. Yes, sir.

Q. Is that the exact letter that you received?

A. Yes, sir.

744 Q. That is a letter from Mr. Moritz?

A. That is right.

Mr. ROSELL. I will ask that it be received in evidence, Mr. Examiner.

Trial Examiner MYERS. Any objection, gentlemen?

Mr. MCGRATH. No objection from us.

Trial Examiner MYERS. Mr. Champion?

Mr. CHAMPION. No, sir.

Trial Examiner MYERS. There being no objection the paper is received in evidence and I will ask the reporter to please mark it as Board's exhibit 51.

(The document above referred to, heretofore marked "Board's exhibit No. 51" for identification, was received in evidence.)

By Mr. ROSELL:

Q. Now, following receipt of Board exhibit 51 were you present at a conversation with Mr. Moritz in the early part of July, 1942?

A. Yes, sir.

Q. Where was this?

A. That was in Mr. Moritz' office in the wire mill.

Q. And who was there?

A. Winifred Hout, John Huber, Mr. Moritz and myself.

Q. And will you tell us what was said at that meeting or what was said by you, Huber, Hout and Moritz if you can recall it?

A. Well, the best I recall, Mr. Huber asked him——

745 Trial Examiner MYERS. Asked who?

The WITNESS. Mr. Moritz, I beg your pardon,

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why he was sending this letter? He said some fellow from the nail room had complained to him about him being over there and tried to sign him up and Mr. Huber told him that he had not been in the nail room even the last year or two, I believe he said. And I asked him——

Trial Examiner MYERS. Asked who?

The WITNESS. Mr. Moritz why he sent me the letter?

By Mr. ROSELL:

Q. You mean the letter I just showed you, Board exhibit 51?

A. Yes, sir. And he said he had heard that I was organizing. I asked Mr. Moritz if he sent Mr. Bruce Hogue a letter like we had received? He said he had not.

Trial Examiner MYERS. Had not?

The WITNESS. He had not. And I told Mr. Moritz that it is known by everybody in the plant, or by most people in the plant, that Hogue had the general run of the plant and came in at all hours day or night and tried to get the fellows back into the ISWA all the time and it was funny to me that he didn't know anything about it himself, and he said that he would write Mr. Hogue a letter.

By Mr. ROSELL:

Q. Did you say anything to him, to Mr. Moritz, that is, with reference to his knowing that Mr. Hogue was coming and going through the plant?

746 A. Yes, sir.

Q. What did you say?

A. I asked him if he didn't know how Mr. Hogue got through the gate office, because when I was——

Trial Examiner MYERS. Did anybody say anything that he didn't know about, didn't know in the plant? All of a sudden we got him in there and you ask about something else. Let us get the whole subject first.

By Mr. ROSELL:

Q. Let me ask you, did Mr. Moritz say that he did or did not know that Hogue was doing this?

A. He said he did not.

Q. What did you say about that, if anything?

A. I said I didn't see how he got into the plant; that when I came through the gate office I know how I got in there and that I had to get permission to come in there and tell my business, like all the other fellows had to do.

Q. Well, when you go into the plant do you have to get permission to get in?

Trial Examiner MYERS. Let us not go into that. Let us have one conversation and then if you want to develop that, why, that is all right. Make a note of it.

The WITNESS. Well, I didn't finish my answer there.

Mr. ROSELL. I am sorry.

A. I think Mr. Huber told him the same thing, that he had to do the same thing, that he knew only that no
747 one could come into the plant without stating their business and that the fellow that gave you the card marked the time on it when you went in and also when you came out and it stated on there how long you had been in the plant on this visit.

Q. Was anything else said there with Mr. Moritz?

A. Yes. I asked him, Mr. Moritz, if he knowed the rumor that was going on through the plant that the management was cracking down on the fabric to bust the C.I.O. in that department?

Mr. MCGRATH. I object to anything that Mr. Hogue may have said in this conversation as not binding upon this respondent.

Mr. ROSELL. Pardon?

Trial Examiner MYERS. Moritz, he said.

Mr. MCGRATH. Oh, Moritz? Pardon me. I thought he referred to Hogue. I withdraw the objection. I thought he was asking about Hogue.

By Mr. ROSELL:

Q. Did Mr. Moritz say anything in reply to that, or what was said?

A. Will you read back the last answer,—the last question, please?

(Question read.)

Q. What did Mr. Moritz say to that, if anything?

A. He said he didn't know that. I said, "Well, it is funny that you don't. Everyone else knows it and
748 is talking about it." I said, "If it isn't a fact"—Mr. Moritz, I believe, said that it had something to do with government control and I asked him then if it wasn't a fact that the company was doing that would he post a notice on the board in our department that the fellows had the right to join any union and this was not

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being done to bust any union in the fabric department? And he said he couldn't do that, that the company wouldn't let him.

750 Q. Do you know Mr. Zale Ronketta?

A. Yes, sir.

Q. And who is he?

A. He was the foreman in the fabric department at that time.

Q. Was he the main foreman or what job did he have at the time you were there?

A. He was assistant foreman.

Q. Did he handle a particular shift or did he swing?

A. Yes, he was the second shift foreman for a while.

Q. Did you ever see Mr. Ronketta wear an ISWA button?

A. Yes, sir.

Q. When?

A. Well, I think that was along in July of 1942.

Trial Examiner MYERS. What was his job then?

The WITNESS. Well, he was still assistant foreman.

By Mr. ROSELL:

Q. The same job?

A. As far as I know.

Q. Well, did his job change at that time?

A. No, sir. He is still assistant foreman as far as I know.

Q. Now, did you have a conversation——

Trial Examiner MYERS. Where was he when he wore his button?

751 The WITNESS. He was in the fabric department.

By Mr. ROSELL:

Q. Did you talk to him about wearing a button?

A. Well, he came up to me on the machine out there and said, "Well, I got my button for fifty cents and you paid a dollar for your button."

Q. Which button was he referring to?

A. I had on a C.I.O. button.

Q. And what was said?

A. Well, I told him that I thought my button was worth a dollar and I didn't think his was worth fifty cents.

755 Mr. Rosell. If the Examiner please, I ask the court reporter to mark this as Board exhibit 52 for identification.

(The document above referred to was marked "Board's exhibit No. 52" for identification.)

Q. Mr. White, I show you Board exhibit 52 for identification and ask you whether you have ever seen that before?

A. Yes, sir, I have.

Q. And did you see that at or about the time in the year which it bears?

A. Yes, sir.

756 Q. And does that bear your name? Is your name on there?

A. Yes, sir.

Q. In the mimeographed portion. I don't mean the handwriting.

A. Yes, sir.

Q. Now, there is some penciled notation on the bottom saying, "J. White."

A. Yes, sir.

Q. Is that your writing?

A. No, sir.

Trial Examiner Myers. Tell us about that paper, will you please?

A. Well, that is a supervisory list of the wire mill and possibly the steel mill. That is the general supervisory list of the Keystone Steel & Wire Company.

Q. Where did you see it?

A. That was given to me by Fred Hansuit in his office in the fabric department.

Q. When?

A. About 1940.

Q. 1940?

A. Sometime in 1940.

Q. How did he happen to give it to you?

A. Each supervisor got a list.

Q. And is that how you happened to get it,

757 because you were an adjuster?

A. Yes, sir.

Q. Did he say anything to you when he gave it to you?

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A. He said, "I have got a supervisory list here for you and check on there," I believe he said, "and see if you are living at the same address." This was——

Trial Examiner Myers. Talk up, will you please?

Mr. Rosell. We can't hear you.

Trial Examiner Myers. What did he say?

The Witness. He said to check my name on there and see if the address on there was the same as it was last year.

Mr. Rosell. I ask that this be received in evidence as Board's exhibit 52.

Trial Examiner Myers. Will you show it to counsel, please?

Mr. Rosell. I am. I am showing it to counsel, Mr. Examiner.

Mr. McGrath. What is the number of that exhibit?

Mr. Rosell. 52. I offer this, Mr. Examiner.

Trial Examiner Myers: Any objection, gentlemen?

Mr. McGrath. No objection.

Mr. Rosell. Because of the nature of the material I do not have a copy, Mr. Examiner. I would like to have copies waived.

Trial Examiner Myers. There being no objection
758 the paper is received in evidence and I will ask the reporter to please mark it as Board's exhibit No. 52 and a duplicate thereof is hereby waived.

(The document above referred to, heretofore marked "Board's exhibit No. 52" for indentification, was received in evidence.)

761 Q. Do you recall during the summer of 1942 when Mr. Harlow Summers, the foreman of the fabric department, was away?

A. Yes, sir.

Q. Do you know why he was away?

A. He was sick.

Q. And who was acting in his stead?

A. Ernie Waechter.

Trial Examiner Myers. How do you spell that?

The Witness. W-a-e-c-h-t-e-r.

By Mr. Rosell:

Q. And he is the fellow that I believe you—what was his job at that time?

Trial Examiner Myers. Do you mean before Summers was sick?

Mr. Rosell. No, at the time.

Trial Examiner Myers. Or while he was taking
762 Summers' job, or what?

Mr. Rosell. That is right, while he was taking Summers' job.

The Witness. I didn't get the question.

Trial Examiner Myers. What was his job before he took,—before Summers was sick?

A. Well, he had been foreman of the netting department and I believe he came in there to act as foreman while Summers was sick.

Q. How long was Summers away?

A. About two or three weeks, I believe.

Q. Was this man Waechter there all the time Summers was away?

A. Yes, sir.

By Mr. Rosell:

Q. Were you present in the foreman's office with Mr. Waechter in about August or September of 1942 when a discussion took place about the fellows working five days or some such,—I believe that was the discussion. Were you present?

A. I was.

Q. Will you tell us who was there and, if you can place the time more accurately than I did please do so and tell us what was said.

A. Well, I think it was about the time along in August and at the end of the shift——

763 Mr. McGrath. August of what?

The Witness. 1942, I believe. It was at the end of the day shift, around three o'clock, that we went in there.

By Mr. Rosell:

Q. Who is "we"?

A. Simon Wagenbach and Martie Meyers and Tom Davis, Klaus Peters, John Huber and myself.

Q. What was said?

Trial Examiner Myers. Was Summers there?

A. Mr. Waechter.

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Q. Is that the time Summers was away?

A. Yes, sir.

Q. All right, go ahead.

A. Well, we asked him about working us more regular through the week instead of staggering us so much through the week, is what we went in there for and he told us that——

Q. Who is "he"?

A. Mr. Waechter told us that he couldn't talk to us, that we was C.I.O. And Mr. Huber, I believe, told him that we wasn't in there as C.I.O. fellows. And Mr. Waechter said, "Well, I will call Johnnie Moritz," or someone,—I believe Mr. Huber told him to. He said he would have to take it up with Mr. Moritz and Mr. Huber told him to call him, to get ahold of him and we would like to talk to him and he called Mr. Moritz' office and I believe Mr. Sanderson answered the phone and he told Mr. Sanderson that the whole department was in
764 his office there on a grievance, something about work and he wanted to know what to do about it? And there was some lapse of time there, two or three minutes and Mr. Sanderson then told Mr. Waechter, so he told us, that Mr. Moritz was not in his office.

Q. What is Sanderson's first name?

A. John.

Q. Is that J. L. Sanderson?

A. I don't know, sir.

Q. What is his job there?

A. He is Mr. Moritz' assistant, I believe.

Q. What was his job at the time that they had this telephone conversation?

A. The same.

By Mr. Rosell:

Q. Did Mr. Waechter say anything about knowing whether you men were C.I.O. or not?

A. Yes, sir, he said he knew we was C.I.O. because we had on C.I.O. buttons.

Q. What did he do, if anything?

A. Well, he went around to the fellows and looked to see who had on the buttons.

Q. Were you present at a conversation with Mr. Harlow

Summers after Mr. Summers came back from his illness and the conversation concerned numbers on a card?

A. I was.

765 Q. About when did that take place, can you fix the time?

A. Well, that was about a month after he came back, I believe. It was soon after he came back.

Trial Examination MYERS. Well, what was it, a month or soon?

A. I would say about a month.

Q. What time of the year was that?

A. Well, that was along in September, I believe, 1942.

By Mr. ROSELL:

Q. And where did you talk to Mr. Summers, if you did?

A. In his office in the fabric department.

Q. And who else was there besides Summers and yourself?

A. Tom Hayes, John Huber and myself.

Q. What was said?

A. We asked Mr. Summers if he would have the heat numbers printed on the cards so that we wouldn't have to write them on there and he said he couldn't do any business with us, that we was C.I.O.

802 Mr. MCGRATH. No objection.

Trial Examiner MYERS. There being no objection the paper is received in evidence and I will ask the reporter to please mark it as Board's exhibit No. 53.

(The document above referred to, heretofore marked "Board's exhibit No. 53" for identification, was received in evidence.)

Trial Examiner MYERS. We will take a short recess.

(Whereupon a short recess was had.)

Trial Examiner MYERS. Are you ready, gentlemen?

Mr. ROSELL. Yes, sir.

Mr. MCGRATH. Yes, sir.

Trial Examiner MYERS. Will you take the stand, please, Mr. White?

Mr. ROSELL. Mr. Examiner, was Board's exhibit 53 received?

Trial Examiner MYERS. Yes, sir.

Mr. ROSELL. That is all from the Board at this time.

Trial Examiner MYERS. Mr. McGrath, any questions?
Mr. MCGRATH. Yes, sir.

Cross-examination by Mr. MCGRATH:

Q. Mr. White, I believe you said that you were department representative under the KEA?
A. Yes, sir.
Q. And were you elected by the members of that department to that office?
803 A. Yes, sir.
Q. That is the way you got it.
Q. Now, I believe you said that you were an adjuster for a while. Now, an adjuster is not—I want to get your notion of it. Do you construe a man that performs the duties of an adjuster as part of the management or as an employe?
Mr. ROSELL. I object to that, Mr. Examiner.
Trial Examiner MYERS. Overruled.
The WITNESS. Well, the company had adjusters on the supervisory list.

By Mr. MCGRATH:

Q. Well, but the adjuster had no power to employ men or discharge them or discipline them or settle any disputes or do anything like that, did they?
A. No, sir, they had——
Mr. ROSELL. I will object.
Trial Examiner MYERS. Overruled.
804 Mr. ROSELL. I think that question covers a lot of ground. I think he ought to confine it.
Trial Examiner MYERS. Overruled.
Mr. MCGRATH. And——
Trial Examiner MYERS. Did you finish your answer?
The WITNESS. No, sir, I did not.
Trial Examiner MYERS. Go ahead.

By Mr. MCGRATH:

Q. Would you go ahead and explain, Mr. White?
A. The adjusters had no right to hire or fire. They did supervise work.
Q. Now, how do you mean supervise it?
A. Well, that is about the best way I can put it.
Trial Examiner MYERS. Now, you were an adjuster.

Now, with respect to the other men in that department tell us what you did?

A. Well, I would tell them maybe when to change a machine, what to change a machine to, after I had had instructions from the foreman.

Q. Did you tell that to the whole force?

A. Yes, sir. It was told to me when I was on the job as an adjuster and the foreman wasn't there that I was to use my best judgment if anything came up.

Q. Who told you that?

A. The foreman.

805 Q. What foreman?

A. Fred Hansuit.

Q. When did he tell you that?

A. When I first went on the adjusting.

Q. When was that?

A. That was in 1936, I believe.

By Mr. McGrath:

Q. When the foreman wanted some particular instructions to give to the men when you were an adjuster, he would have you go and tell them what he told you to tell them, isn't that true?

A. Yes, sir.

Q. And it was your duty to look around there and see that there was sufficient wire on hand or in the proper place, was it, to keep the machines going?

A. That is right.

Q. And instead of just working on the machines you did a general running around the department there to see that the thing sort of kept running, isn't that true?

A. That is true.

Q. And you did it under the orders of the foreman?

A. Yes, sir.

Q. Now, did you know that the KEA had been disestablished and dissolved in April, or in the spring of 1937?

Mr. Rosell. I will object.

Trial Examiner Myers. Overruled.

806 Mr. Rosell. Well, there is no evidence here that the KEA was disestablished.

Trial Examiner Myers. All he has to do is to say "No".

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Mr. McGrath. I am asking the question.

Trial Examiner Myers. Overruled.

The Witness. I didn't know when the KEA was dissolved.

By Mr. McGrath:

Q. Did you know it was dissolved?

A. I sure didn't.

Q. Well, did you know they formed that new union?

A. Yes, sir, I did.

Q. Well, what did they tell you became of the old one? Did anyone say anything about it?

A. Yes, sir, Mr. Tindell that was talking to me told me that the Wagner Act had been declared valid by the United States Supreme Court and the KEA was outlawed, but I meant I didn't know the time that it was dissolved, that is the whole thing.

Q. That is exactly it. All I want to know is this: Mr. Tindell was the man that asked you to join the new union, is that true?

A. Was the man that tried to.

Q. That tried to get you to join the new union?

A. That is right.

Q. But did not succeed. And at that time, or whenever he was talking to you about trying to get you to join the new union he told you that the KEA had been
807 outlawed, as he put it, by the Wagner Act?

A. Yes, sir.

Q. You had heard that around there and knew it quite a while before that, hadn't you, Jack?

A. I hadn't heard much about it.

Q. Wasn't it a topic of general conversation that the old KEA had been put out of business by the Wagner Act?

A. After the new one was started, that is when I heard about it. Everything was pretty quiet for some time there the best I remember.

Q. Now, at the time they were forming or getting members for this new union was there any other competing union in there trying to get members?

A. I think the A.F. of L. had been in there some time before that. I had just heard that rumor.

Q. But so far as you know there was not; the A.F. of L. wasn't in there then or any other union, seeking to get members or trying to organize, isn't that true?

A. I had never been contacted by any of those fellows.

Trial Examiner MYERS. Did you ever hear of the A.F. of L. trying to organize the plant while you were employed at the plant?

The WITNESS. I don't know whether I was employed at the time that they were speaking of or not.

851 A. That is right. I believe that is right.

Q. Now, did you ever solicit memberships or solicit employes of the Keystone in your department during working hours?

A. Not to my recollection.

Q. You are reasonably sure of that, are you?

A. I am pretty sure of that. If I did, I did it unintentionally because we had been instructed not to do that.

Q. Did you solicit memberships, or employes for memberships in the C.I.O. on the company property?

A. Not that I recall. If you mean talking about the union on company property, I did that.

Q. You did not?

A. I did talk about the C.I.O.

Q. Well, to make it more specific so you can understand it, did you actually get signed applications for memberships in the C.I.O. from employes of the Keystone on the company property?

A. Not that I recall.

Q. You talked to employes about memberships in the C.I.O., did you, on company property?

A. Yes, sir, I talked to fellows anywhere I wanted to about the union.

864 Mr. ROSELL. Yes, Mr. Examiner. The Board calls——

Mr. BARR. Just a minute. Mr. Examiner, the Board filed an amendment to their complaint and at this time we would like to file an amendment to the amended answer of the respondent, wherein we specifically deny parts of the amendment that they filed.

Trial Examiner MYERS. All right. Will you give the paper to Mr. Rosell and he will offer it in evidence and make them a part of Board's exhibit 1?

Mr. BARR. All right. Mr. Examiner, this amendment is filed pursuant to a stipulation that we entered into previously stating that we would be given an opportunity at a later date to file it.

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Trial Examiner MYERS. That is right.

Mr. ROSELL. Mr. Examiner, at this time the Board offers in evidence as Board exhibit 1–H for identification the amendment to the amended answer of the respondent.

Trial Examiner MYERS. Any objection to the paper going in evidence? There being no objection——

Mr. CHAMPION. I would like to see it for just a moment.

Trial Examiner MYERS. Pardon me. I thought you had seen it.

Mr. ROSELL. I have given Mr. Champion a copy.

Mr. CHAMPION. All right.

Mr. ROSELL. Is there an extra one, Mr. Baer, that I may have?

Mr. BAER. Yes.

Mr. ROSELL. Thank you.

Trial Examiner MYERS. Any objection, Mr. Champion?

Mr. CHAMPION. No.

Trial Examiner MYERS. There being no objection the paper is received in evidence and I will ask the reporter to please mark it Board's exhibit 1–H.

(The document above referred to was marked "Board's exhibit No. 1-H" and received in evidence.)

ERNEST FREVERT, a witness, called by and on behalf of the National Labor Relations Board, having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

Trial Examiner MYERS. What is your name?

A. Ernest Frevert.

Q. Whe do you live, sir?

A. 226 Princeton.

Q. Is that in Peoria?

A. Yes, sir.

Trial Examiner MYERS. You may be seated. You may proceed, Mr. Rosell.

By Mr. ROSELL:

Q. Where do you work, Mr. Frevert?

A. Keystone Steel & Wire Company.

Q. When did you first start to work there?

A. I first started there in 1936, I think.

Q. And how long did you continue to work there from 1936?

A. Well, until the lay off in the fall of 1937.

Q. And did you come back?

A. Yes, I did, in 1939.

Q. And how long were you there from 1939?

A. Until about the 1st of September, 1942.

Q. Did you leave in September, 1942?

A. Yes, I did.

Q. Did you come back to work for the company again?

A. Yes, sir, I came back.

Q. When?

A. December the 9th or 10th last fall; I am not sure.

Q. Of 1943?

A. Yes, sir.

Q. And when you came back in December, 1943 what department did you start to work in?

A. In the galvanizing.

Q. Did you join the ISWA at that time, at or about the time you came back?

A. Yes, sir, I joined it on the 14th day of December.

Trial Examiner Myers. 1943?

The Witness. Yes, sir.

By Mr. Roskll:

Q. And who signed you up in the Alliance?

872 A. Lee Forbes.

Q. Was he at that time the Aliance committeeman for the galvanizing department?

A. Yes, sir.

Q. Where did he sign you up?

A. On frame one.

Q. In the galvanizing department?

A. Yes, sir.

Q. Who was present, if anyone, at the time he signed you up?

A. Well, Oran Byrne was present.

Q. Who is Oran Bryne?

A. He is the department foreman.

Q. And tell us what was said there at the time Forbes signed you up by either yourself, Mr. Byrne or Forbes?

A. Well, when he came over there.

Q. Who is "he"?

BLEED THROUGH – POOR COPY

A. Lee Forbes, I told him I didn't see that that union was any good and it wasn't the two bits that I was kicking on but I said, "It didn't do me any good." And he says, "Well," he says, "it can do you a lot of harm." He says, "You are lined up for six days next week." He says, "There is men on the schedule that are older than you are that are only listed for five days" and he said, "We can have that changed," and I thought again, well, it would knock me out of a day's work, so I signed up; and Oran Bryne at the time says, when I didn't want
873 to sign up, he says, "Well, he gets a cut out of that three dollars," so I signed up.

Trial Examiner MYERS. Who gets a cut out of the three dollars?

The WITNESS. I suppose he meant Lee Forbes.

By Mr. ROSELL:

Q. Now, was this during working hours?

A. Yes, it was.

Q. Was it during Forbes' working hours?

A. Yes, it was.

Q. And your own?

A. Yes, sir.

Q. Now, the following week can you tell us what happened at that time, if anything?

A. Well, I joined up on the 14th and on the 16th I withdrew.

Q. Describe what happened.

Trial Examiner MYERS. What happened on the 16th?

A. I asked for my card back.

Q. What card?

A. My application card for joining the union.

Q. Yes.

A. In the ISWA.

Q. Who did you ask?

A. I asked Mr. Forbes, the fellow that took my card.

By Mr. ROSELL:

874 Q. Describe what happened and what was said.

A. Well, I was scheduled to block on five—on six and the pan is out in five, so they put me on a—they took me off of my job and put me on a labor job rather than cleaning pan on five and I went over and see Forbes. I

says, "Well," I says, "I guess you have got the same outfit you always have." I says, "What are you going to do about it?" He says, "Well, that is the way it goes." He says, "An older man bumps you." And I says, "Well, if that is the kind of a union you have got," I says, "I want my card back." So he says, "O.K.," he says, "you asked for it." He says, "Don't come acrying on my shoulder to get back in." I says, "Don't worry, I never will."

Q. Was anything said at that time during that conversation about getting representation?

A. Why, yes, he insinuated that——

Q. What did he say?

A. He says, "That you have to take what you get." He says, "Don't come acrying on my shoulder about it, it won't do you any good." He says, "I won't sign you up again in the union."

875 Q. Now, after the time you asked for your card back from Forbes, did you have any further conversation with Mr. Forbes pertaining to membership in the Alliance?

A. Well, yes, it was the following Sunday—rather, the Sunday before Christmas last fall.

Q. Of what year—last year?

A. Yes.

Q. And where was this?

A. It was on frame six. I was blocking and Bob Vance was galvanealing.

Trial Examiner Myers. Bob who?

The Witness. Bob Vance.

By Mr. Rosell:

Q. V-a-n-c-e?

A. Yes, sir. And we had a little bit of trouble and I was helping Bob pull wires and finally we got caught up and he gave me a hand in stripping blocks. About

876 eleven o'clock Forbes came along there and told Bob Vance that I wouldn't join the union, not to give me any help.

Q. What else was said?

A. And I happened to hear it and I told him about it, I thought it was a pretty low down dirty trick.

BLEED THROUGH – POOR COPY

Trial Examiner Myers. To whom did you tell that?

The Witness. Lee Forbes. And he says, "Well," he says, "we can't let that C.I.O. business get started in here." He says, "Heitzman tried that," he said, "and we soon brought him around."

Q. Who tried it?

A. Heitzman. And I says, "Well," I says, "regardless of what you say I can carry my job. I never asked Bob to help me. I helped him and in return he helped me," and I said, "I wouldn't join the union regardless of what happened. If I can't carry my job I will quit."

By Mr. Rosell:

Q. Was anything further said at that time?

A. Oh, there was quite a bit of argument and I can't recall just all.

Q. Was anything said about boycotting at that time?

A. Yes. He admitted later that Bob Vance wasn't the only fellow that he told not to help me.

Q. What did you say about it, if anything?

A. Well, I told him that I never asked anybody to help me. I says, "Whenever I can't carry my job I will
877 quit." I said, "I wouldn't join his union for anything any more."

Mr. Rosell. That is all from this witness.

Cross examination by Mr. McGrath:

Q. Mr. Frevert, is that your name?

A. Frevert it is pronounced.

Q. Are you a member of the C.I.O.?

A. Yes, sir.

881 Q. Now, Mr. Frevert, you say when Mr. Forbes talked to you on the 14th of December, 1943 that Mr. Byrne, the foreman, was there?

A. He was.

882 Q. How far was he away from where you two were talking?

A. Well, we were shut over on one and he was there sort of supervising the job.

Q. Well, how far was he away from you?

A. Well, I would say fifteen, twenty feet.

Q. That is a pretty noisy place there, isn't it?

A. Yes, it is at times. It happened to be pretty quiet then.

Q. And do you know whether or not Byrne could hear or did hear anything Forbes said to you?

A. Well, I don't know whether he did hear. He heard him call me over there.

Q. Well, he called you over there——

A. To the spelter pile.

Trial Examiner MYERS. He called you over where?

By Mr. MCGRATH:

Q. That was who called?

A. Forbes.

Q. Forbes called you over where?

A. To the metal pile.

Trial Examiner MYERS. And where was the foreman when you and Forbes were talking?

A. He was right there. The spelter pile is a pile over three feet put back of the pan, off to the left five or six feet.

Q. Did the foreman say anything while you were talking to Forbes?

A. Yes. Forbes called me over there and Byrne
883 said, "Oh, he gets a cut out of that three dollars, Ernie."

By Mr. MCGRATH:

Q. What did he mean by that?

A. Well, I think they have an initiation dues of three dollars to join the union.

Q. In other words, the foreman was telling you or warning you against Forbes and told you that Forbes was getting a cut out of it or something, that was the reason he was trying to get you to do it, is that correct?

Mr. ROSELL. I object.

Trial Examiner MYERS. I will sustain it.

By Mr. MCGRATH:

Q. What did you understand Byrne meant by telling you that Forbes was getting a cut out of it?

A. Well, he could have meant a lot of things.

Trial Examiner MYERS. What did it mean to you?

By Mr. MCGRATH:

Q. What did you think it meant?

A. Well, it sort of looked like encouragement on my part.

BLEED THROUGH – POOR COPY

Q. It looked like that it was——

A. He didn't chase Forbes back over on the job where he was working.

Q. You say he didn't chase him back?

A. No.

Q. Well, do foremen chase men around there?

A. Well, they have a statement up in the department saying men are not supposed to leave the job for any reason, except——

884 Q. Well, out where you were working did you have some work to do there at that metal pile or whatever it was?

A. Well, I was working on that frame.

Q. Yes, and Forbes—did Forbes come over there?

A. Yes, sir, he did.

Q. Where was he supposed to work?

A. Either on the four or seven.

Q. What did he do?

A. Well, he just left his job and came over there to sign me up.

Q. And how long was he there?

A. Oh, I will say twenty, twenty-five minutes.

Q. Did it take you twenty to twenty-five minutes to sign you up?

A. Sure it did because I wasn't very anxious about signing up.

Q. And you didn't pay any attention to your work and neither did Forbes for twenty or twenty-five minutes and just stood there, didn't you?

A. Well, why should I pay attention to my work?

Q. Well, did you or didn't you?

A. Sure I did.

Q. Did you pay attention to your work?

A. What was I to do? The boss was there and he called me over there to my job.

885 Q. Well, I am not asking you what you could have done. I just want to know if you stood there and allowed the machines or whatever work that was to be done by you to stop for twenty or twenty-five minutes?

A. The frame that I happened to be on was down at the time. We were changing over.

Q. Then there wasn't anything for you to do, was there?

A. No, there wasn't, that is the reason Byrne was over there.

Q. That is the reason Byrne was over there?

A. Yes, to supervise putting on a different machine.

Q. Byrne was down there in the line of his work, wasn't he?

A. Yes, he was.

Q. To tell you fellows what to do and how to change over to some other machine, was it?

A. Yes, sort of.

Q. Did you think that because Byrne told you that Forbes was going to get a cut out of a three dollars, was that one of the things that helped influence you to join the union, so he could make a little dough out of your pay?

A. Absolutely no, because there was more kidding on Byrne's part. Forbes told me that being that I belonged to the union before that I would just sign up and pay two bits a month, I didn't have to pay the three dollars entrance.

Q. Well, in other words, Mr. Frevert, there was nothing that Byrne said there,—there was no attempt
886 on the part of Byrne to get you to join the union or in any way approving your joining the union, isn't that true?

Mr. Rosell. I will object to that.

Trial Examiner Myers. Overruled. Will the reporter please read the question to the witness?

(Question read.)

Trial Examiner Myers. You had better reframe your question.

Mr. McGrath. Yes, I will withdraw it.

Q. Well, you understood that Byrne was kidding you about it, didn't you?

A. To some extent.

Q. Yes. And there was nothing he said there that was in any way directed to get you to join the union or to show his approval in your joining the union?

Mr. Rosell. I object to that, Mr. Examiner.

Trial Examiner Myers. Overruled.

The Witness. Well, there was to the extent that he allowed Forbes to be over there off of the job signing me up during work hours.

BLEED THROUGH – POOR COPY

By Mr. McGrath:

Q. Well, as I understood you to say, when Forbes was talking to you about the union he was fifteen or twenty feet away from where Byrne was and that you don't even know that Byrne could hear what he was saying to you?

Trial Examiner Myers. Well, that couldn't have
887 been so because the foreman said, "Join the union" or "sign up", whatever he did say, "because he gets a cut out of it."

Mr. Baer. That was afterwards, Mr. Examiner, that was after it was done Byrne comes over and says, "He wants a cut out of it."

Trial Examiner Myers. Tell us everything that was said, where the parties were and everything like that, Mr. Frevert, so that we get it straight.

Mr. Baer. Mr. Examiner, he has already——

Trial Examiner Myers. I will ask him again.

A. Well, Forbes came over there and called me to the spelter pile-pan.

Q. Give me everything. Where were you standing?

A. I was standing there close to the spelter pan on frame one.

Q. All by yourself?

A. No, there was Byrne and the galvanealer wiper. I just don't recall who he was.

Q. All right, Forbes called you over there.

A. And Forbes called me over there.

Q. Where was he when he called you?

A. Well, he was standing there by the spelter, by the metal pile, zinc pile.

Q. How far away was he from you?

A. Oh, it is probably as far as from here to that
888 chair over there, about twenty feet.

Q. Well, how far is that?

A. I would say about twenty feet.

Q. All right. What was said and where was Byrne?

A. Well, as I started over there Byrne says, "Forbes gets a—remember, Ernie, Forbes gets—Forbes is looking for that dollar cut out of it; Forbes is looking for a cut of that fee."

Q. What did you say to Byrne?

A. Well, I never said anything to Byrne.

Q. All right. Then what happened?

A. Well, I went over there and started talking, arguing with Forbes.

Q. All right. What was said?

A. Well, he asked me about joining up? He took—he pulled out a card. And I said, "I can't see nothing in the union." I said, "It always looked to me like a kind of an inside job" and told him that it wasn't the two bits a month that I cared about, that it just wasn't any good. So then he brought that up about me being on the schedule for six days the following week, that week that I didn't know anything about and I argued with him and I said, "No, I am only up there for five." He says, "Well, you go back and look again." He says, "Your name has been written in for another day." He says, "There are some men that is ahead of you in seniority that is only up there for five days." So he brought that pressure on me and I signed up.

889

Mr. Baer. I move that be stricken, brought in the pressure on him.

Trial Examiner Myers. Yes, don't put in any conclusions. Just tell us what was said.

A. Well, that is about all there was said.

Q. How long were you talking to Forbes?

A. Well, I must have been there around twenty to twenty-five minutes.

Q. Then after you finished talking with Forbes what did you do?

A. Well, I probably went back and stood around there for a while.

Q. What did you do?

A. I went back there and stood around on the job, I suppose, because we had to——

Q. What do you mean "suppose"? You were there; I wasn't there. Now, you quit. Will you tell me what you did?

A. Well, yes, I went back and I suppose helped—I mean put the machine on the——

Q. All right, you left Forbes and went back to where you were supposed to work?

A. I went back to the job.

Q. All right. And how long do you say you were with Forbes?

890 A. About twenty, twenty-five minutes.

Q. Where was Byrne all the time?

Q. He was around the pan then, on one.

Q. Did he see you all the time talking to Forbes?

A. Yes, he did.

Q. Where did you sign the card?

A. I signed it right there at the metal pile on frame one.

Q. Where you were talking to Forbes?

A. Where I was talking to Forbes.

Q. And when you came back did Byrne say anything?

A. Not that I recall.

Q. Did he see you after you came back?

A. Yes, he did.

Q. And he didn't say anything to you?

A. No, he did not.

Q. Where did Forbes go after he got finished talking to you?

A. I think he went back on his job.

Q. He left that spot where he was standing?

A. Yes, he did.

908 THOMAS DAVIES, a witness called by and on behalf of the National Labor Relations Board, having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

Trial Examiner MYERS. What is your name, sir?

A. Thomas Davies.

Q. Will you please spell your last name for the record?

909 A. D-a-v-i-e-s.

Q. Where do you live, Mr. Davies?

A. 815 South Eighth Street, Pekin, Illinois.

Trial Examiner MYERS. You may be seated, sir. You may proceed, Mr. Rosell.

By Mr. ROSELL:

Q. Where do you work?

A. Keystone Steel & Wire Company.

Q. And how long have you worked there?

A. I am starting on the fourteenth year.

910 Mr. Rosell. I will ask the reporter to mark this document as Board exhibit 55 for identification.

(The document above referred to was marked for identification Board's exhibit No. 55.)

Q. Mr. Davies, I show you this document, this paper. Will you look at it and tell us if you ever saw that document before?

911 A. Yes, sir.

Q. Where did you get it?

A. Why, I got it from—I suppose it came from the Alliance.

Trial Examiner Myers. Will you talk up, please?

The Witness. Why, I figured it came from the Alliance.

By Mr. Rosell:

Q. How did you get it?

A. I got it through the mail.

Q. In the plant?

A. Yes.

Q. You mean the company mail system?

A. Yes, sir.

Trial Examiner Myers. Show a copy to Mr. Champion at the same time so that it will expedite matters.

Mr. Rosell. Yes, sir. I offer the document in evidence, Mr. Examiner, as Board exhibit 55.

Trial Examiner Myers. Any objection, gentlemen?

Mr. McGrath. Our objection to the exhibit on behalf of the respondent is that it is in no way connected with the management and is in no way binding upon the management.

Trial Examiner Myers. May I look at it, please?

Mr. Rosell. Yes, Mr. Examiner.

Trial Examiner Myers. Have you any objection to it, Mr. Champion?

Mr. Champion. I have seen it for the first time.

912 What do you have? Do you have the original instrument there?

Mr. Rosell. Yes.

Mr. Champion. I want to see it.

Mr. Rosell. Do you want to examine the original and check the copy? I am perfectly willing.

Mr. CHAMPION. I just want to examine the original.

Trial Examiner MYERS. Mr. Champion, did you have a chance to examine the original?

Mr. CHAMPION. Yes, sir.

Trial Examiner MYERS. Have you any objection to the paper going in evidence?

Mr. CHAMPION. No, sir.

Trial Examiner MYERS. I will overrule your objection, Mr. McGrath and receive the paper in evidence and ask the reporter to please mark it as Board's exhibit 55.

(The document above referred to, heretofore marked Board's exhibit No. 55 for identification, was received in evidence.)

930 Mr. ROSELL. Just one moment, Mr. Examiner. I will ask the reporter to mark this as Board exhibit No. 56 for identification.

(The document above referred to was marked Board's exhibit No. 56 for identification.)

Q. Mr. Davies, I show you this document and ask you whether you have ever seen that before?

A. Yes, sir.

Q. When did you get this letter?

A. I got it in June.

Q. Of what year?

A. 1943.

Q. Is that the exact letter you got?

A. Yes, sir.

Mr. ROSELL. I offer this document in evidence, Mr. Examiner.

Mr. MCGRATH. We object to that on behalf of the respondent on the ground that it is immaterial so far as the respondent is concerned and in no way con-

931 nected up with the management.

Trial Examiner MYERS. Have you any objection, Mr. Champion?

Mr. CHAMPION. No, sir.

Trial Examiner MYERS. The objection is overruled, Mr. McGrath and the paper is received in evidence and I will ask the reporter to please mark it as Board's exhibit No. 56.

(The document above referred to, heretofore marked Board's exhibit No. 56 for identification, was received in evidence.)

CROSS EXAMINATION

932 Q. Now, Mr. Davies, you have been with the company since 1931 and you have been a member of the C.I.O. since,—for at least the last two years or approximately the last two years or more. Have you ever been discriminated against in your work at the Keystone Steel & Wire Company by the management in any way?

A. By the management? No.

992 IRVING JOHN PARKER, a witness, called by and on behalf of the National Labor Relations Board, having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

Trial Examiner MYERS. What is your name?

A. Irving John Parker.

Q. Will you please spell your last name for the record?

A. P-a-r-k-e-r.

Q. Where do you live, Mr. Parker?

A. 1503 North Perry.

Q. In Peoria?

A. Yes, sir.

Trial Examiner MYERS. You may be seated. Now, Mr. Parker, will you please speak up loud?

Mr. ROSELL. Before I proceed with this witness I want to ask Mr. Hayes for his subpoena.

Q. What did you say your address was?

A. 1503 North Perry.

Q. Where do you work?

A. Keystone.

Q. How long have you worked there?

993 A. Oh, around thirteen months.

Q. What department do you work in?

A. Well, I don't know if it is galvanizing. They say it isn't the galvanizing so——

Q. What do they call it?

A. It is a power truck, that is all.

Q. You operate a power truck?

A. Yes.

Q. And do you truck in the galvanizing?

A. Well——

BLEED THROUGH – POOR COPY

Trial Examiner MYERS. In what department do you think you are?

The WITNESS. In the galvanizing, I think.

Trial Examiner MYERS. All right.

By Mr. ROSELL:

Q. Did you join the ISWA?

A. Yes.

Q. When, as best as you can recall?

A. Well, around May the 25th, maybe, 1943, right after I started.

Q. Who signed you up in the Alliance?

A. Forbes.

Q. Lee Forbes?

A. Yes.

Q. Was he then an Alliance committeeman?

A. Yes.

994 Q. Where did he sign you up?

A. In the galvanizing.

Q. In the department?

A. Yes.

Q. Was that while you were working?

A. Yes.

Q. Was that while he was working?

A. Yes.

Q. Was that during his working hours?

A. Yes.

996 Q. Now, did you have a conversation with Forbes about that, about joining the C.I.O.?

A. Yes.

Q. Where was it?

A. It was in the galvanizing.

Mr. MCGRATH. We object to that so far as the respondent is concerned, unless Mr. Forbes is connected up with the management.

Trial Examiner MYERS. The objection is overruled. He hasn't asked for any conversation. Will the reporter please read the question to the witness?

(Question read.)

997 The WITNESS. In the galvanizing department.

By Mr. ROSELL:

Q. Was Forbes the Alliance committeeman at that time for the galvanizing?

A. Yes.

Q. What did he say to you and what did you say to him at that time?

Mr. McGrath. We object to that on behalf of the respondent on the ground that it is immaterial and improper and not in any way binding upon them as Mr. Forbes was no part of the management of the company.

Trial Examiner Myers. Overruled. If he doesn't connect it up I will entertain a motion to strike.

By Mr. Rosell:

Q. Will you tell us what Forbes said at that time when he found out?

A. When he found out that I joined the C.I.O.?

Q. Yes.

A. Well, he just told me to get my card back, he said, because if I didn't, why, they would kick me out of the ISWA and I would have no representation.

Q. Did he say anything else?

A. Yes.

Q. What did he say?

Mr. McGrath. The same objection.

Trial Examiner Myers. Overruled.

998 A. Well, he just—one time he asked me—at that same time, rather, he asked me if I knew what happened to Hitzeman? Well, Hitzeman was a fellow that worked over on frame 8 blocking.

By Mr. Rosell:

Q. Is this what he told you, that Forbes told you?

A. Yes.

Q. Just tell us what Forbes said, if you will, please?

A. Well——

Mr. McGrath. May my objection stand to all of these conversations with Mr. Forbes at this time?

Trial Examiner Myers. I will let it stand to this conversation.

Mr. McGrath. Yes, sir.

The Witness. You want me to tell what he said?

By Mr. Rosell:

Q. Yes, what Forbes said.

A. Well, he just told me that if I remembered Hitzeman

BLEED THROUGH – POOR COPY

and that at the time he blocked over in eight that he went and pulled——

Mr. McGrath. I can't hear, Mr. Examiner. I am sorry.

Trial Examiner Myers. Will you please speak up a little louder?

The Witness. Forbes told me that he went over to frame eight and told the galvanealer not to help Hitzeman because he was C.I.O., a C.I.O. man and not ISWA and not to help him until he was his man and he told me that he told Hitzeman to get his money back and then he would get some help; he said that is how I can remember. "Without being in the ISWA I could do that to you." So, of course, I got my card back and gave it to him.

999

Trial Examiner Myers. Got it back when? How far back was that, what card did you get back?

A. The C.I.O. card.

Q. To whom did you give it?

A. To Forbes. That is, I didn't give it to him. I showed it to him that I got it back and tore it up.

1012 Allen Pitchford, a witness, called on behalf of the National Labor Relations Board, having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

Trial Examiner Myers. What is your name?

A. Allen Pitchford.

Q. Will you please spell your last name for the record?

A. P-i-t-c-h-f-o-r-d.

Q. And where do you live, Mr. Pitchford?

A. Route 1, Peoria.

Trial Examiner Myers. You may be seated, sir. You may proceed, Mr. Rosell.

By Mr. Rosell:

Q. Did you ever work for the Keystone Steel
1013 & Wire Company?

A. Yes, sir.

Q. When did you start to work there?

A. In 1933.

1034

CROSS EXAMINATION

1123 By Mr. Baer:

Q. Were you ever discriminated against by the

company in any way after you became a member of the C.I.O.?

A. Well, I am thoroughly convinced in my mind that I was but I am willing to leave the decision up to
1124 the chief counsel.

Trial Examiner Myers. Up to whom?

The Witness. The chief of counsel.

Mr. Barr. You mean me?

The Witness. No, the Judge.

Mr. Barr. He is the Judge. He isn't counsel.

The Witness. Well, this man right here.

By Mr. Barr:

Q. Well, state what took place to give you that impression in your mind?

1125 The Witness. Whenever I was sent to the hot house and a younger man worked on my job.

By Mr. Barr:

Q. There was only one occasion that a younger man worked on your job, isn't that right?

A. That I know of.

Q. And that younger man's name was what?

A. Jule Livengood.

Q. Livengood?

A. Yes, sir.

Q. Is that the only time you can recall when you were discriminated against?

A. No. A short time after I went back to the fabric after this incident I was left completely off the schedule. I went to another place and got a job. They wouldn't put me to work until they called up Keystone. They called up Keystone and they said they wouldn't release me.

Q. And then what happened? First, when was that?

A. It was about two weeks after I had worked in the hot house.

Q. When was that, what year?

A. 1942.

Q. What happened then after that, after the company wouldn't release you?

A. Well, that day after I had gone out and gotten this other job and they called up Keystone and Keystone
1126 wouldn't release me, I returned home about noon and there was a telephone call come to my neigh-

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bor's from the Keystone for me to report for work in the fabric department.

Q. The Keystone wanted you to come back to work, didn't they?

A. I went back to work and worked——

Q. Answer my question.

A. Yes, sir.

Q. They asked you to come back?

A. Yes, sir.

Q. Did you find out why you had been left off the schedule?

A. I did not.

Q. Did you ever make inquiry as to why you had been left off the schedule?

A. No.

Q. Why didn't you?

Mr. Rosell. I object, Mr. Examiner.

Trial Examiner Myers. I will sustain the objection.

Mr. Baer. All right.

Q. The time Livenwood, a younger man in the fabric department, was left in there and you were placed in the hot house you made a complaint to the company, didn't you?

A. Yes, sir.

Q. And you went to Mr. Spaeth, didn't you?

A. Yes, sir.

Q. And he is in charge of personnel in Keystone, isn't he?

1127 A. Yes, sir.

Q. And as soon as your grievance was called to his attention he immediately corrected it, didn't he?

Mr. Rosell. I object, Mr. Examiner.

Mr. Baer. We are going to——

Trial Examiner Myers. Well, did he correct it immediately? That is what we are trying to find out.

Mr. Rosell. I think the facts speak for themselves. He is again characterizing what took place.

By Mr. Baer:

Q. Mr. Spaeth saw that that was corrected and that you were placed ahead of Livengood?

A. Yes, sir.

Q. Are there any other incidents of discrimination that caused you to have that feeling that you talked about?

A. Yes. The week that I went to this other place and got a job and they wouldn't put me on, the week following I was scheduled three days in the fabric department. I went to the personnel department and asked him if he could find an extra day's work somewhere? He got me an extra day's work, which was on Thursday. I went to the fabric department on Thursday evening to see if I was on the schedule for the next week. Harlow Summers seen me. He jumped up and came out of his office and said, "What are you doing here today?" I said, "I am working here." He said, "Who put you to work?" I said, "Willis Spaeth." He said, "After this when-
1128 ever you want extra work you come to me." He said, "The superintendent and the foreman is going to handle things like that after this." He said, "You don't need to go to Spaeth's any more."

Trial Examiner MYERS. When you went to the employment office, who did you see—Spaeth?

The WITNESS. Willis Spaeth.

By Mr. BARR:

Q. And during that time you were being given your share of the work in the fabric department, weren't you?

A. Yes, sir.

Q. And you were asking for additional help from the company, weren't you, for an additional day's work?

A. It——

Q. Just answer my question.

A. Yes, sir.

Q. And your wish was granted?

A. That had always been the practice of the men.

Mr. ROSKLI. Did you finish your previous answer?

The WITNESS. That had always been the practice of the men in the slack time in the fabric department if they were not scheduled somewhere else.

By Mr. BARR:

Q. And all the foreman was kicking about was that you had gone over his head and had gone to somebody higher, is that right?

A. He said that the foreman and superintendent intended to handle a thing like that after this.

1129 Q. He didn't want to go over his head, isn't that right?

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A. I didn't ask him whether he wanted me to go over his head or under his feet.

Q. Did you ever—first, can you think of any other incidents of discrimination that caused you to have that feeling?

A. Any other? Yes. Whenever they cut the normal force in the fabric without giving the men a vote on it.

Q. Well, that was toward the end of May, 1943?

A. That is right.

Q. Are there any other facts that you wish to state where you have been discriminated against in any way since you have been a member of the C.I.O.?

A. None that I recall.

Q. You stated that when you were left off the schedule you went and got another job, is that right?

A. That is right.

Q. Now, when was that?

A. That——

Q. You said in 1942. When was it?

A. In September.

Q. In 1942?

A. Yes, sir.

Q. And where did you——

A. Just after I had been working at the hot house.

Q. And where did you go to make application for another job?

1130 Mr. Rosell. I object.

Trial Examiner Myers. Overruled. What concern did you go to? Is that what you mean?

Mr. Barr. Yes.

A. Pabst Brewery.

Q. And you went to the Pabst Brewery to get another job because you were left off the schedule in the fabric department that week, is that right?

A. Well, not——

Mr. Rosell. I object to the question.

Mr. Barr. No, I want to get it in.

Mr. Rosell. Oh, I know; I realize that.

Trial Examiner Myers. Overruled.

The Witness. Not because I was left off the schedule that week. Because things had been going like they had a few weeks previous to that time.

By Mr. Baer:

Q. In other words, you left Keystone after you found out you were not scheduled for that week without talking to any Keystone official or any person in authority about why you were left off, is that right?

A. Yes, sir.

Q. In other words, you were glad to leave Keystone, weren't you?

Mr. Rosell. I object to that.

Trial Examiner Myers. Overruled.

1131 The Witness. Well, if I was going to have to work under conditions like I had worked the last few weeks, why, I might just as well pack up and get out.

1133 Q. Now, after those two incidents you decided that you would get a job elsewhere, is that it?

1135 Q. Or September, which caused you to make application for a job at the Pabst Brewing Company, you were called back by the company through a telephone call, isn't that right?

A. I was called——

Mr. Rosell. I object to the question.

Trial Examiner Myers. Why?

1136 Mr. Rosell. Because he again recites and draws a legal conclusion why he went to look for another job, because he was left off the schedule. He has testified to reasons, not one reason.

Mr. Baer. That is the record.

Trial Examiner Myers. He didn't say that. He said, "after you had been left off the schedule."

Mr. Rosell. I think I would like to have the question read.

Trial Examiner Myers. Read the question, please, Mr. Reporter.

(Question read.)

Mr. Baer. Instead of saying "caused" I will say "and which was followed by your application at the Pabst."

Trial Examiner Myers. All right.

By Mr. Baer:

Q. The company called you back, isn't that right?

A. The same day that they called up and asked if they would release me.

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Q. Yes. And that was at a time when you were the recording secretary of the C.I.O., isn't that right?

A. That is right.

Q. And it was several months after you had been actively engaged in C.I.O. activities at the Keystone Steel & Wire Company, isn't that correct?

1137 A. I wouldn't say it was several months after I was active.

Q. Well, it was within several weeks afterward, wasn't it? How long would you say?

A. Well, I joined the C.I.O. in June and——

Q. June, 1942?

A. That is right.

Q. You wore your button?

A. Not till about sometime in July, middle of July.

Trial Examiner MYERS. When did you become recording secretary?

The WITNESS. In July.

By Mr. BARR:

Q. 1942?

A. That is right.

Q. And notwithstanding that you openly were active in C.I.O. activities, wearing your button and being recording secretary of the C.I.O. group down there, the Keystone Steel & Wire Company called you back to work and asked you to come back, didn't they?

Mr. ROSELL. I object.

Mr. BARR. Well, let's——

Trial Examiner MYERS. What is the objection?

Mr. ROSELL. I think the record is clear as to what the facts were when they called him back. By the mode of the question, "were you secretary", Mr. Examiner, he is supplying the reasons and the legal conclusion that they called him back.

1138 Mr. BARR. I am just trying to get——

Trial Examiner MYERS. Didn't they call him back?

Mr. ROSELL. There is no question of that.

Mr. BARR. That is all I want, is to get him to answer, to get the question answered.

Trial Examiner MYERS. Overruled. Read the question to the witness, please, Mr. Reporter.

(Question read.)

The WITNESS. They called my neighbor, so the neighbor said and told me to report for work that day.

By Mr. BARR:

Q. Yes, sir. And that was done even though you wanted to quit the Keystone, wasn't it?

A. Well, that is what was done.

1139 CHARLES MCNEILL, a witness, called by and on behalf of the National Labor Relations Board, having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

Trial Examiner MYERS. What is your name?

A. Charles McNeill.

Q. Will you please spell your last name for the record?

A. M-c-N-e-i-l-l.

Q. And where do you live, Mr. McNeill?

A. Harrison Home.

Trial Examiner MYERS. You may be seated, sir. Now, will you please talk up loud? It is a very warm day. If you will talk up loud everybody will hear you and we will get along much quicker. You may proceed, Mr. Rosell.

By Mr. ROSELL:

Q. Where do you work, Mr. McNeill?

1140 A. Keystone Steel & Wire Company.

Q. When did you start to work there?

A. In August.

Q. Of what year?

A. 1933.

Q. What department do you work in?

A. Galvanizing.

Q. Did you start to work in that department?

A. No. I started to work in the drawing room.

Q. When did you come in the galvanizing?

A. Three weeks later.

Q. Did you join the ISWA?

A. I did.

Q. Who signed you up?

A. Lee Forbes.

Q. Where?

A. Over on frame 7.
Q. Is that in that department?
A. That is in the department.
Q. In the plant?
A. Yes.
Q. During your working hours?
A. Yes, sir.
Q. Was it during Forbes' working hours?
A. That is right.
1141 Q. About when was that?
A. Approximately three weeks after I came in the galvanizing department.
Q. Did you join the C.I.O.?
A. Yes.
Q. When?
A. Oh, let's see. About three months ago.
Q. Did Forbes talk to you about that?
The WITNESS. You mean before I signed with the C.I.O. or afterwards?

By Mr. ROSELL:

Q. No, after you joined the C.I.O.
A. Well, he talked to me some about it, yes.
Q. What did he say and where?
Mr. MCGRATH. I object to that on behalf of the respondent.
Trial Examiner MYERS. Overruled. Well, don't ask him two questions at once. First lay a foundation for the question.

By Mr. ROSELL:

Q. Where did you talk to him?
A. When he was working on frame 4.
Q. Who else was there besides you and Forbes?
1142 A. Nobody else.
Q. What did he say to you and what did you say to him?
Mr. MCGRATH. We object to that on behalf of the respondent.
Trial Examiner MYERS. Overruled.
The WITNESS. Well, he wanted to know if I signed up with the C.I.O.? And I told him, "Yes." Then he wanted to know if I would take a withdrawal card? And I told

him at that time my deferment was up May the 11th. I told him I figured it didn't make any difference whether I signed up with either one because I didn't know whether I would be there or whether I would be gone.

Trial Examiner Myers. If you wanted a withdrawal card from where?

The Witness. From the C.I.O.

By Mr. Rosell:

Q. Did he give you anything at that time?

A. He just showed me a card and asked me if I wanted to sign it.

Q. What kind of card?

A. I don't exactly remember what was on it, I didn't pay much attention to it. I didn't even take it in my hand.

Trial Examiner Myers. What was it about?

A. Well, it was just for withdrawal from the C.I.O.

Q. When was this did you say?

A. That was—oh, it has been a couple of months ago anyway.

1143

Q. How long were you in the C.I.O.; that is, how long after you signed the card?

A. Oh, it was a month and a half after I signed the C.I.O.

By Mr. Rosell:

Q. Did you give him the card?

A. I never even took it from him. I just looked at it when he had it in his hand. Then he asked me again a couple of weeks later.

Q. Then what happened?

A. He told me that——

Mr. McGrath. We object to anything Mr. Forbes said, on behalf of the respondent, not binding.

Trial Examiner Myers. The same ruling.

The Witness. He said that I might as well sign it because he knew the guy that signed me up in the C.I.O. had took a withdrawal card himself and he told me it wouldn't make any difference, that I should go ahead and sign it.

By Mr. Rosell:

Q. Did you sign it?

A. Yes.

Q. Did you give it back to him?

A. Yes.

Q. Was that in the plant?

A. That was in the plant.

Q. During your working hours?

A. Yes.

1144 Q. During his working hours?

A. Yes.

1151 Mr. Rosell. I would like to offer some documents, Mr. Examiner. Mr. Examiner, I have examined the documents that have been produced by Mr. Champion on behalf of the ISWA and at this time the Board will ask the court reporter to mark these four documents as Board exhibits 58 to 61, inclusive.

(The documents above referred to were marked "Board's exhibits Nos. 58 to 61," inclusive.)

Trial Examiner Myers. Off the record.

(Discussion outside the record.)

Trial Examiner Myers. On the record.

Mr. Rosell. I ask the reporter to mark these documents, Mr. Examiner, as Board's exhibits 62 to 68, inclusive, for identification; these two to be marked 69 and 70; 71 and 72; 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95-A, 95-B and 95-C.

(The documents above referred to were marked "Board's exhibits Nos. 62 to 94," inclusive and "95-A, B and C" for identification.)

1152 Mr. Rosell. Mr. Examiner, is Mr. Champion to examine those now, or what is the Examiner's thought?

Trial Examiner Myers. Are you offering them in evidence?

Mr. Rosell. I am offering those documents in evidence. They have been produced in response to the Board's subpoena duces tecum.

Mr. Champion. Mr. Examiner, I would like a reasonable opportunity, which I cannot do at this time, to go over them and I state to the Examiner that I will pro-

duce them in court upon the Examiner's demand. I would like an opportunity at least to have the week end to go over them.

Trial Examiner MYERS. Very well. You may take the papers and examine them.

EDWARD PARTLOW, a witness called by and on behalf of the National Labor Relations Board, having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

Trial Examiner MYERS. What is your name, please?

1153 A. Edgar Partlow.

Q. Will you please spell your last name for the record?

A. P-a-r-t-l-o-w.

Q. And where do you live, Mr. Partlow?

A. 214 Quince Street.

Q. Peoria?

A. Peoria.

Trial Examiner MYERS. You may be seated, sir. You may proceed, Mr. Rosell.

By Mr. ROSELL:

Q. Mr. Partlow, did you work for the Keystone Steel & Wire Company?

A. Yes, sir.

Q. When did you first start to work there?

A. In 1934.

Q. In what department?

A. In the high carbon.

Q. And how long were you there?

A. Oh, about a week.

Q. And then where did you start to work?

A. Then I went to the nail room department.

Q. How long were you there?

A. Four or five months.

Q. And after that?

A. And then I went to the fabric department to work.

Q. About when was that, do you know?

1154 A. That was in June of 1935.

Q. Were you assigned to the fabric room from

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June, 1935, Mr. Partlow, until the early part of June, 1943?

A. Yes, sir.

Q. And you were on the fabric department normal force?

A. Yes, sir.

Q. When did you get on the normal force?

A. In 1940.

Q. Prior to that time you were working in the department but you were not in the normal force, is that right?

A. That is right.

Q. Now, were you a member of the ISWA?

A. Yes, sir.

Q. Were you ousted from the ISWA?

A. Yes, sir.

Q. About when?

A. I believe it was in August of 1942.

1166 CROSS EXAMINATION

1196 Q. When did you join the C. I. O.?

A. June, 1942.

Q. In June, 1942?

A. Yes, sir.

1248 Mr. ROSELL. Mr. Examiner, I wanted to get the subpoena from Mr. Partlow. I had not asked for it. Thank you, Mr. Partlow.

At this time, Mr. Examiner, I should like to ask whether or not to move the receipt in evidence of Board's Exhibits 58 to 95, inclusive, that Mr. Champion was going to examine.

Mr. CHAMPION. Are those the ones I have had, Mr. Rosell?

Mr. ROSELL. That is right, sir.

1249 Mr. CHAMPION. Well, I think I had better see if I can get them in numerical order here. I think it would be better.

Trial Examiner MYERS. Very well. Have you any objection to any of the papers.

Mr. CHAMPION. There will be some, Mr. Examiner. I am going to object to that.

Mr. MCGRATH. The respondent objects to all of them on the grounds that whatever they may show is in no way

binding upon the respondent and we know nothing about them. We object to them as being immaterial.

Trial Examiner Myers. Have you read the papers?

Mr. McGrath. I have not read that.

Trial Examiner Myers. You are just making a blanket objection?

Mr. McGrath. On the grounds that whatever they show they are not binding on this respondent. As I understand it they are records of the Alliance organization.

Trial Examiner Myers. Well, supposing there are some in there that bear Mr. Baer's signature or Mr. Sommer's signature or Mr. Moritz' signature?

Mr. Baer. We are not objecting to any records which may be signed by a company representative.

1250 Trial Examiner Myers. Are you ready, Mr. McGrath? Have you read all the exhibits?

Mr. McGrath. Yes, sir.

Trial Examiner Myers. Do you have any objection now to any of them?

Mr. McGrath. I wish to withdraw my original blanket objection to all of these exhibits.

I have been presented with Exhibits 58 to 95, both inclusive. I guess that is correct, by Mr. Rosell,

1251 attorney for the Board, and I have had an opportunity to check them over, and the respondent objects—first, I will make the statement that those that I do not object to—well, that goes without saying that we do not object to them—I will make a specific objection to those we have objection to.

They are as follows: Exhibit 58, Exhibit 60, 62, 75, 80, 81, 83, 85, 86, 87, 88, 90, 93, 94 and 95.

Mr. Davis. Mr. McGrath, that is 95-A, 95-B and 95-C.

Mr. McGrath. Yes, 95-A, B and C consists of three sheets, I believe.

Our grounds for objection to these exhibits are that they are in no way connected with this respondent and are matters which in our opinion are immaterial and do not prove or tend to prove any of the charges against the respondent, and I wish to make an especial objection to Exhibit 60.

Exhibit 60 appears to be an unsigned agreement, and I can not see how that could in any way affect any of the parties to this litigation.

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Exhibit 85 is a letter of several sheets which is undated and unsigned and in whose handwriting I do not know, and have no way or knowing who wrote it or anything about it. I am objecting to that.

Trial Examiner MYERS. Mr. Champion, do you have any objections to any of the papers going into evidence?

Mr. CHAMPION. Yes, if I may just have a
1252 minute's time to go through them.

If the Examiner please, intervener objects to Board's Exhibit No. 60 as being a draft of an unsigned agreement and not disclosed that it was in any way executed by or binding on the parties.

Intervener also objects to Board's Exhibit No. 85, which is a written memorandum, unsigned and apparently not identifiable.

Trial Examiner MYERS. Any others?

Mr. CHAMPION. I am just hurriedly trying to go through them, your Honor.

Intervener objects to Board's Exhibit No. 82 as being, —purporting to be a copy of a letter addressed to Mr. Moritz, unsigned, and with some corrections in it, and undated and unsigned and apparently it is a purported draft of a letter.

Intervener objects to the following exhibits: Board's Exhibits 86, 87, 88 and 89, as said exhibits bear dates commencing with January 13, 1936, and the one of the latest day being February 1st, 1937, as having no bearing on the issues in this case, and apparently is a memorandum of some type dated previous to the formation of the intervener.

Intervener objects to Board's Exhibits 95-A, 95-B and 95-C, which apparently constitutes one document of three pages, which apparently is a written memorandum,
1253 unsigned, undated, with many interlineations and corrections in it, which on its face apparently was a proposed amendment to the constitution and bylaws of the intervener, and also apparently a draft of some sort of a report, on the ground that there is no basis for its connection in this case or that it bears any weight because of the nature of the document.

I believe that is all.

Trial Examiner MYERS. May I have the exhibits, please?

Mr. CHAMPION. Yes, sir, I have tried to keep those in order, but I think they have been disarranged a little bit, [handing document to the Trial Examiner].

Trial Examiner MYERS. Since there are no objections to Board's Exhibits 59, 61, 63, 64, 65, 66, 67, 68, 69——

Mr. MCGRATH. There is also a 67-A marked here. There is a 67 and a 67-A.

Trial Examiner MYERS. Do you object to 67-A?

Mr. MCGRATH. No, no, there was no objection to it. It is just that I have noted there was one marked 67 and one marked 67-A. We made no objection to it.

Trial Examiner MYERS. All right. There being no objection to 67-A and 67?

Mr. MCGRATH. That is right.

Trial Examiner MYERS. (Continuing.) 68, 69, 70, 71, 72, 73, 74, 76, 77, 78, 79, 84, 91 and 92, those papers are received in evidence, and I will ask the reporter to
1254 please mark them with the same numbers that bear the identification marks.

(The documents heretofore marked "Board's Exhibits Nos. 59, 61, 63, 64, 65, 66, 67, 67-A, 68, 69, 70, 71, 72, 73, 74, 76, 77, 78, 79, 84, 91 and 92," respectively, for identification, were received in evidence.)

Trial Examiner MYERS. Now, Mr. Rosell, what about No. 58, to which the respondent objects?

Mr. ROSELL. May I see that? I do not recall them off hand.

Trial Examiner MYERS. It is headed "First Annual Report of the Independent Steelworkers Alliance."

Mr. ROSELL. Mr. Examiner, this is a document from the files of the intervener that discusses and is dated properly with the typed signature of Mr. Hogue and particularly relevant to the matters involved in this case with respect to a number of issues that have already been received in evidence.

Trial Examiner MYERS. Well, I will overrule the objection of the respondent and receive the paper in evidence, and I will ask the reporter to please mark it as Board's Exhibit No. 58.

(The document heretofore marked "Board's Exhibit No. 58" for identification was received in evidence.)

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1263 Trial Examiner MYERS. As to Board's Exhibits 86, 87 and 88, which the intervener and respondent object to, I will overrule the objections and ask the reporter to please mark them as Board's Exhibits Nos. 86, 87 and 88, respectively.

(The documents heretofore marked "Board's Exhibits Nos. 86, 87 and 88," respectively, for identification, were received in evidence.

1267 Trial Examiner MYERS. Now, you object to Board's Exhibit No. 94, which was the minutes of a meeting of the Rules Committee on April 17, 1940, Mr. McGrath?

Mr. MCGRATH. Yes, sir, on the grounds that there is no foundation laid as against us. We know nothing about it, and it does not prove or tend to prove any of the charges made against us.

Trial Examiner MYERS. Mr. Champion, is this a true and correct copy of the minutes of that meeting?

Mr. CHAMPION. I might state that is a true and correct copy of the minutes of the meeting of the rules committee apparently held on April 17, 1940.

Trial Examiner MYERS. Under those circumstances, I will overrule your objection, Mr. McGrath, and receive the paper in evidence, and I will ask the reporter to please mark it as Board's Exhibit No. 94.

(The document heretofore marked "Board's Exhibit No. 94" for identification was received in evidence.)

1286 Mr. CHAMPION. Mr. Examiner, there is one more thing I believe we can straighten out. There is an exhibit here marked Board's Exhibit No. 83, purporting to be a letter from Bruce F. Hogue to Mr. Albert Grob, under date of June 28, 1943.

As far as the intervener is concerned, Mr. Hogue did write that letter to Mr. Grob.

1287 Trial Examiner MYERS. It is a similar letter written to some of the other former members of the alliance?

Mr. CHAMPION. I remember there was such a letter, but I have not checked it.

Trial Examiner MYERS. What about it?

Mr. MCGRATH. We do not know anything about it. Mr. Grob is not connected with the management.

Trial Examiner MYERS. It just notifies Grob that some charges were filed or about to be filed whereby he is going to be suspended from membership in the Alliance.

Mr. MCGRATH. We object to it just simply on the ground that there is no foundation laid to show it is binding on us.

Trial Examiner MYERS. Can you stipulate, Mr. Champion, that the letter was signed by Mr. Bruce Hogue and that it was sent to Mr. Grob?

Mr. CHAMPION. Yes, sir.

Trial Examiner MYERS. Well, since there are some similar letters in evidence I will receive that.

I will ask the reporter to please mark it as Board's Exhibit No. 83.

(The document heretofore marked "Board's Exhibit No. 83" for identification was received in evidence.)

1324 DANIEL P. SOMMER was called as a witness by and on behalf of the Respondent, having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

By Trial Examiner MYERS:

Q. What is your name, sir?

A. D. P. Sommer.

Q. What does the "D" stand for?

A. Daniel.

Q. Where do you live, Mr. Sommer?

1325 A. 4050 Prospect Road, Peoria, Illinois.

Trial Examiner MYERS. You may be seated, sir. You may proceed, Mr. McGrath.

By Mr. MCGRATH:

Q. Mr. Sommer, what official position do you hold with the respondent, Keystone Steel & Wire Company?

A. I am vice-president and general superintendent.

Q. How long have you held that position?

A. Since April of 1935.

Q. As general superintendent, do you have general supervision on behalf of the management of the plant of the company?

A. Yes, sir.

Q. As part of your duties, are you the immediate representative of the company with reference to matters that have to do with labor?

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A. Yes, sir.

Q. Who is John Moritz?

A. He is the superintendent of our wire mill.

Q. And are you his immediate superior?

A. Yes, sir.

Q. Who is Al Sommer, who has been referred to in the evidence?

A. He is the superintendent of our steel mill.

Mr. CHAMPION. How is that name spelled?

Mr. MCGRATH. Al Sommer, S-o-m-m-e-r.

By Mr. MCGRATH:

Q. Are you his immediate superior?

A. Yes, sir.

1326 Q. While we are on that subject, is the wire mill and the other part of the plant, what did you call that?

A. The steel mill.

Q. The steel mill—two separate units of the organization?

A. Yes.

Q. Mr. Moritz, as as I understand it, is the immediate superior of the foremen in the wire department?

A. Yes, sir.

Q. In the wire mill?

A. Yes.

Q. And Mr. Sommer is the immediate superior of the foremen in the steel mill?

A. Yes.

Q. And the foremen and Mr. Moritz, Al Sommer and yourself, represent the management in the operation of those departments, is that true?

A. Yes.

Q. Now, when you became general superintendent of this plant, was the K.E.A. in existence? That is, the organization heretofore referred to in the evidence as the K.E.A.?

A. It was.

Q. Were you general superintendent, or connected with the company at the time of its organization?

A. No, I was not.

Q. There was a change in the management of
1327 the company, was there, about April of 1935?

A. Yes.

Q. And you came in as part of the new management?

A. That is right.

Q. Now, the evidence here indicates that the K. E. A. continued to exist until some time in the spring in 1937, is that true?

A. That is right.

Q. Now, I will ask you to state whether or not, at any time, and I would like to have you indicate the time as near as you can, in the spring of 1937, you as general superintendent of this company, took any position with reference to the K.E.A. on behalf of the company?

A. I cannot recall the exact date, but either in the latter part of March or the first part of April in 1937, I notified the officers of the K. E. A. that they could no longer bargain—that we could no longer bargain with them as bargaining agents for the employees.

By Trial Examiner MYERS:

Q. In order to fix the time, was this statement or notification made prior to or after the Supreme Court of the United States had declared the National Labor Relations Act constitutional?

A. I do not recall whether it was just before or just after that time.

Q. What brought about this decision of yours?

1328 A. As I recall, it was on advice of our counsel, Mr. Examiner.

Q. And who was he at that time?

A. Mr. Baer.

Trial Examiner MYERS. Could you fix the time when you gave that advice, Mr. Baer?

Mr. BAER. No, sir, I could not.

Trial Examiner MYERS. All right.

By Mr. MCGRATH:

Q. What did Mr. Baer say to you about the K. E. A. at the time or shortly before you called these men in and told them what you did, if you recall?

A. I do not recall the exact words, but it was to the effect that we felt we should no longer continue to bargain with them as bargaining agent.

Q. Now, then, how did you send word, if you recall, to the representatives of the K. E. A.?

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A. I called them into my office, I would assume, by telephone.

Q. Do you have any records down there showing what you did about it?

A. No, I have not.

Q. Well, pursuant to that telephone message, who came to your office, if you remember, and what did you say to them, and what did they say to you?

A. Well, there were several officers of the K. E. A. I remember Mr. Hogue, Mr. Lowman, and I think
1329 Mr. Mahannah, and there were probably others, but I do not recall their names.

Q. What did you say?

A. I say, I remember Mr. Hogue, Mr. Lowman, Mr. Mahannah and probably some others, but I do not recall their names.

Q. I see. Now, what did you say to them, as near as you can tell—tell all that you said to them.

A. Well, the meeting was rather brief. I simply told them that from now on, we could no longer bargain with them, or consider them as bargaining agents for our employees. I do not recall what their answer might have been. There was no lengthy discussion about it.

By Trial Examiner Myers.

Q. Did you tell them why?

A. Yes, I told them that under the advice of our counsel, we felt that they were no longer considered an appropriate bargaining unit.

Q. What did they say?

A. I really cannot recall.

Q. Did they say, "All right"?

A. They apparently acquiesced in it and said all right. As I say, there was no argument about it.

Mr. McGrath. Mr. Reporter, will you please mark this booklet as Respondent's Exhibit No. 1 for identification?

(Thereupon the document above referred to was marked "Respondent's Exhibit No. 1" for identification.)

1330 By Mr. McGrath:

I will show you a pamphlet which appears to be the forty-eighth annual report of the Keystone Steel &

Wire Company for the fiscal year ended June 30, 1937, and call your attention to the following language appearing on Page 6:

"In March, 1937, the Keystone Employees Association was disbanded and employees organized their own independent union, The Independent Steel Workers Alliance. Practically the entire working force is enrolled in it and the management has recognized this union as the exclusive bargaining agency for employees."

Did I read that language correctly?

A. You did.

Q. Who prepared this report?

A. (No answer.)

By Trial Examiner Myers:

Q. Do you know?

By Mr. McGrath:

Q. Do you know who prepared it?

A. Well, it was prepared by the company. It might have been some outside organization who printed it.

By Trial Examiner Myers:

Q. What individual in the company prepared it?

By Mr. McGrath:

Q. Would you have any idea who furnished that information I have just read?

A. Well, it is a copy or part of the president's
1331 letter to the stockholders.

By Trial Examiner Myers:

Q. Who was the president?

A. Mr. W. H. Sommer.

By Mr. McGrath:

Now, does that in any way refresh your recollection as to the time when you notified the representatives of the K. E. A.?

A. Well, I would assume that it would be in March, if I were asked to set the time.

Q. Well, are you the person that handled the matter?

A. I am.

Q. And if you reported that to the president, was that the truth?

A. Yes, sir.

Q. Is it not true that this document was prepared by the executive committee, the president and yourself?

A. Yes, sir.

Q. And are the matters and things set forth therein true?

A. Yes, sir, to the best of my knowledge.

Mr. McGrath. We would like to offer this pamphlet in evidence.

Trial Examiner Myers. Is there any objection?

Mr. Rosell. No objection on the part of the Board.

Trial Examiner Myers. Mr. Champion, do you have any objection to the receipt in evidence of Respondent's Exhibit No. 1 for identification?

1332 Mr. Champion. No, sir.

Trial Examiner Myers. There being no objection, the pamphlet is received in evidence, and I will ask the reporter to please mark it as Respondent's Exhibit No. 1. Will you give the reporter an extra copy?

(The document heretofore marked "Respondent's Exhibit No. 1" for identification, was received in evidence.)

Mr. Champion. I have a copy. Do you have sufficient?

Trial Examiner Myers. Have you another duplicate for the record?

Mr. McGrath. I gave one to Mr. Rosell, and here is another extra copy.

By Mr. McGrath:

Q. Mr. Sommer, at that meeting you just testified about where you notified the committee of the K.E.A. that the company would no longer recognize them, did you make the suggestion, or make any suggestions whatsoever as to organization of a new union, or make any suggestions as to what the men should do?

A. No, sir, I did not.

Q. Did they at that time advise you that they intended to organize a new union or tell you any steps that they intended to take?

A. They did not.

Q. Did you have any idea at that time what these
1333 men would do with reference to any further union activities?

A. I did not.

Q. Was there, at that time, any other union seeking to organize the men, that you know of?

A. No.

Q. Now, when did you first find out that the employees of the respondent had organized a union known as The Independent Steel Workers Alliance, that is, the intervener in this case?

A. I think it was about the 22nd of April.

Q. How did you find that out?

A. By a letter received from them.

Mr. McGrath. I will ask the reporter to mark this letter as Respondent's Exhibit No. 2 for identification.

(Thereupon the document above referred to was marked "Respondent's Exhibit No. 2" for identification.)

By Mr. McGrath:

Q. I will show you a letter dated April 22, 1937, addressed to Mr. D. P. Sommer, General Superintendent, Keystone Steel & Wire Company, Peoria, Illinois, and I will ask you to state whether or not that is the letter that you received?

A. Yes, sir, it is.

Q. I see this letter is in typewriting, but I see in pencil at the top, the words, "Start file". In whose handwriting do those words appear?

1334 A. Mine.

Q. And was that on the letter when you received it?

A. No, sir.

Q. What was the occasion of putting that wording on his letter?

A. That was instructions to my secretary to start a new file for this organization.

Mr. McGrath. We now offer Respondent's Exhibit No. 2 for identification in evidence.

Trial Examiner Myers. Is there any objection?

Mr. Rosell. I have not seen the document.

Mr. Champion. I would like to look at the document.

Mr. McGrath. Pardon me. (Handing document to counsel.)

Mr. Rosell. We have no objection.

Mr. Champion. No objection.

Trial Examiner MYERS. There being no objection, the paper is received in evidence, and I will ask the reporter to please mark it as Respondent's Exhibit No. 2.

(The document heretofore marked "Respondent's Exhibit No. 2" for identification was received in evidence.)

Mr. MCGRATH. May the record show that I have given to Mr. Rosell, and also to Mr. Champion, a copy of the document?

Trial Examiner MYERS. I beg your pardon?

Mr. MCGRATH. May the record also show that
1335 I have given to Mr. Rosell, and also to Mr. Champion, a copy of the exhibit?

Trial Examiner MYERS. Certainly.

Mr. MCGRATH. I do not know whether that is a necessary part of the rules or not.

Trial Examiner MYERS. It is not a rule. It is just a courtesy that one counsel extends to another.

Mr. MCGRATH. I see. Yes.

By Mr. MCGRATH:

Q. Mr. Sommer, after you received the letter marked—the letter just identified by you which is marked as Respondent's Exhibit No. 2, what did you do, if anything, with reference to replying to that letter?

A. I presented the letter to the management.

By Trial Examiner MYERS:

Q. Well, tell us who you presented it to.

A. Well, it was presented to the executive committee.

Q. Who are they, you and who else?

A. Mr. W. H. Sommer, R. E. Sommer, Mr. Henry Sommer, and C. W. LaPorte.

By Mr. MCGRATH:

Q. W. H. Sommer is the president of the company?

A. Yes, sir.

Q. And Henry Sommer was the treasurer?

A. Yes, sir.

Q. And LaPorte was what?

1336 A. Mr. LaPorte was a vice president and Mr. Rueben Sommer was vice president and general manager.

Q. All right. Then, what did you do?

A. I recommended that we hold a meeting with this group and the rest of the committee instructed me so to do.

By Trial Examiner MYERS:

Q. When was this meeting with the executive board held?

A. I could not tell you exactly. I would say within a few days after the letter was received, shortly after April 22.

By Mr. MCGRATH:

Q. And did you notify anybody connected with the Alliance that you would meet with them pursuant to their request in that letter?

A. I notified Mr. Hogue who had signed the letter that we would meet with them. I think it was about a week later, about the 28th or along there.

Q. All right. Now, did you meet with them?

A. I did.

Q. Who was present?

A. Mr. Rueben Sommer and myself, representing the management, and there were quite a number of men representing the Alliance. I do not recall all of their names.

Q. Name as many as you can.

A. Mr. Hogue, Mr. Lowman, Vernon Auldt——

Q. Mr. Mahannah?

A. Mr. Mahannah, Mr. Moran, Jerry Moran, and
1337 one or two others I do not recall offhand.

By Trial Examiner MYERS:

Q. When did you meet with them?

A. I think this was on the 28th of April.

By Mr. MCGRATH:

Q. And where did the meeting take place?

A. In the offices of the company.

Q. In what office of the company? Your office?

A. I think it was in Mr. W. H. Sommer's office.

Q. That is the president's office?

A. Yes, sir.

Q. He was the president of the company at that time?

A. He was.

Q. Now, just state what was done, what was said by them, what was said by you, what action was taken, if any, on that date.

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A. Well, they presented quite a large stack of cards, application cards—I assume they were application cards—as proof of the number of members that they had signed up, and asked that we recognize this organization as the bargaining agent for our employees, and after some discussion, we agreed to recognize them.

Q. Did you count the cards?

A. No, we did not.

Q. Did you assume that they were telling you the truth?

A. I did.

Q. How long had you known these men?

1338 A. Oh, some of them for fifteen or twenty years.

Q. They had been your employees?

A. Yes, sir.

Q. And without taking time to check the signatures or count the cards, you took their word for it and recognized them as telling you the truth concerning the number of men they had, is that true?

A. Yes.

Q. Did they later submit proof of the facts set forth in that letter as to the number of their members?

A. They did.

Q. In what form?

A. In the form of cards authorizing a voluntary deduction of dues from the payroll.

By Trial Examiner Myers:

Q. When were those cards presented?

A. I think it was in June.

Q. Of the same year?

A. Of the same year.

By Mr. McGrath:

Q. And did you recognize those cards and carry out the wishes of the persons that signed them with reference to the deduction of dues?

A. Yes, sir.

Q. Have you continued to do so ever since?

A. We have.

Q. Do you make any charge for that service?

1339 A. Yes, sir.

Q. What do you charge and how do you arrive at it?

A. Well, we charge—it is based on the amount of time required to make the deductions from the payroll.

Q. Who is it charged to?

A. It is charged to The Independent Steelworkers Alliance.

By Trial Examiner MYERS:

Q. When was that charge started?

A. What was that question?

Q. When was that charge started?

A. It started as soon as we started doing the work.

Q. Have you got the figures as to how much you received each payday?

A. I would not have them offhand.

Q. Have you got them down at the office?

A. I think we can get them for you.

Mr. CHAMPION. If I am not out of order, I think that we have cancelled checks which will show the payments.

Trial Examiner MYERS. All right. I would like to see some of those later.

By Trial Examiner MYERS:

Q. How much a card did you charge?

A. It was not paid for by the card. It was based on just the amount of time required on the part of the cost department clerks to make the deductions.

Q. Did you render bills?

A. Yes, sir.

1340 Q. Did it say how many cards or how much time?

A. I really could not say.

Trial Examiner MYERS. Go ahead, Mr. McGrath.

By Mr. MCGRATH:

Q. Who arrived at those figures? Do you know how it was arrived at? Who determines that?

A. I think it was determined by the department head in charge of the cost department who kept track of the amount of time required.

Q. Do you know whether or not the K. E. A. was ever dissolved?

A. I assume it was. I have not heard any more of it.

Q. Did anybody ever notify you that it was?

A. Not that I recall.

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Q. Have you ever done any more business with that association?

A. No.

Q. After the day you notified them?

A. No.

Q. Have you, since the 28th day of April, 1937, recognized the intervener, here referred to as the Alliance, as the bargaining agent for the men?

A. We have.

Q. Now, in the case in chief, there was some reference made that it was the policy of the company that any individual employee could bring his complaint direct to
1341 the management, is that true?

A. Yes, sir.

Q. Now, just describe briefly the normal procedure followed by the men in that.

A. The man first of all would usually discuss his problem with his immediate foreman. If he could not arrive at a satisfactory solution he could then take it to the plant superintendent or he could take it to his own committee in his department, the Alliance committee, who in turn could take it to the superintendent.

Q. He would come direct to the superintendent?

A. He could.

Q. Now, in the wire mill, that was Johnny Moritz, was it not?

A. That is right.

Q. And in the steel mill, the superintendent was Al Sommer?

A. Yes.

Q. And if he could not get what he wanted from them, then where could he go?

A. Well, usually his committee would have the case by that time, and they would take it direct to me.

Q. But he could come to you direct, could he not?

A. He could.

Q. You are a sort of court of last resort, are you?

A. I could be considered that, although the bylaws, I think, provide——

1342 Q. You, I assume, would refer it to the Board of Directors.

A. Yes, it could be taken to the Board of Directors.

Q. Had you ever refused to deal directly with any employee of the respondent because of the fact that he may have been a mmber of the C. I. O.?

A. No.

Q. Was any complaint ever made to you during the entire time that you have been general superintendent of that company by a member of the C.I.O. that he was being discriminated against or had been discriminated against on account of his membership in that organization?

A. No.

1347 By Mr. McGrath:

Q. Mr. Sommer, you became the general superintendent of this company in April, 1935?

A. Yes, sir.

Q. I will ask you to state whether or not you or the company through any of its representatives, to your

1348 knowledge, at any time after you became the general superintendent, up until on or about April 16, 1937, encouraged, urged or warned any of the employees of the Keystone Steel & Wire Company to join or assist the K. E. A.

A. We did not.

Q. As I understand it you did, while the K. E. A. was operating, and prior to the time you notified them that you would no longer recognize them, furnish them a hall free of charge on the premises to hold their meetings?

A. We did.

Q. And you also paid their members to attend, or for attending meetings of the K. E. A. as heretofore testified to?

A. We did.

Q. After you notified them of the attitude of the company, as heretofore testified, did any of those payments or subsidies, if you could call them that, continue?

A. Yes, sir.

Q. What did you say?

A. Yes, sir.

Q. After you notified them you continued to furnish them a hall rent free and everything?

A. No, you said any of them. We did make some payments after that to the new organization.

Q. Well, but what were those payments—I will withdraw that.

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1349 I will get to that in a moment. Did you, after you notified the K. E. A. that you would no longer recognize them, persist in any of the practices before that time followed as has heretofore been testified to?

A. No, sir.

Q. Other than what you have mentioned, did you during of the time that you were general superintendent, or the company through any of its other representatives, to your knowledge, contribute any financial or other support to the K. E. A. or did you or they dominate or interfere with the administration of its affairs?

A. We did not.

Q. Did you as the general superintendent of this company in charge of its labor relations, or any of the other officers, agents, or employees, on or about April 16, 1937, or at any time while you were the general superintendent, assist and encourage the instigation of a labor organization among its employees known as the Independent Steel Workers Alliance?

A. No, sir.

Mr. Rosell. I will object to that question, Mr. Examiner.

Trial Examiner Myers. The objection is overruled.

Mr. McGrath. These are merely categorical denials of the complaint.

Trial Examiner Myers. Well, why put them in if they are categorical denials?

1350 Mr. McGrath. I did not hear you.

Trial Examiner Myers. You say they are going to be categorical denials, why put them in?

Mr. McGrath. I am merely asking him to answer as far as he can. These are the charges in the declaration and I am asking him simply to deny them categorically.

Trial Examiner Myers. To be considered as negative testimony?

Mr. McGrath. Yes, as negative testimony.

Trial Examiner Myers. Very well.

By Mr. McGrath:

Q. Did you or the company or any of the officers or employees urge at any time while you have been general superintendent, urge and warn its employees to join and assist the Alliance?

A. No, sir, we did not.

Q. Did you foster, promote and encourage the formation and growth of the Alliance by permitting and encouraging solicitation and other activities on its behalf during working hours on the respondent's premises?

A. We did not.

Q. Or at any other time?

A. No, sir.

Mr. Rosell. I submit the answer has been made before. I object to the question and I move that the answer be stricken. Certainly it is a conclusive
1351 answer and the question presumes the conclusion. That is for the Board to determine.

Trial Examiner Myers. I know that, but he says he wants to have the allegations of the complaint answered by this witness in the form of a general denial.

Is not that right, Mr. McGrath?

Mr. McGrath. That is what we set up in our answer and if it is truthful I just simply wanted to have him testify to it.

Trial Examiner Myers. Very well. Wait a minute, please, until those workers in the rear of the room are finished.

Mr. McGrath. Very well.

By Mr. McGrath:

Q. Mr. Sommer, did the company, did you or any other representative of the company, at any time, dominate and interfere with the administration of the Alliance?

A. No, sir, we did not.

Q. Did you ever attend any of their meetings or have anything to do with their affairs?

A. Well, we have attended joint meetings, of course.

Q. I mean, their private meetings at their hall.

A. No, sir.

Q. And the only meeting you had, as I understand it, was when they called upon you to transact business as bargaining agent?

1352 A. Yes, sir, excepting at one time I was invited to talk to a small group at their hall with reference to bond sales, war bond sales.

Q. Other than that nobody of the company has ever attended any of their meetings?

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A. Not to my knowledge, except by invitation to discuss some particular matter that might be up.

Q. Having to do with company business, do you mean?

A. Yes. There were times when a representative of management was invited to attend the meeting at their hall to explain some specific matter with reference to company business, some change in the schedule or working conditions.

Q. Was that the only time that anybody was called or asked to attend these meetings?

A. Yes, sir, to my knowledge that is the only time.

Q. You are speaking now of the Alliance?

A. Yes, sir.

Q. Has your company ever at any time since you have been the general superintendent given any other support to the Alliance?

A. None to my knowledge.

Q. Had you ever accorded to the members of the Alliance any privileges or rights that were not accorded to all other employees out in the plant, including the members of the C. I. O.?

1353 A. No, sir.

Q. I will ask you to state whether or not the respondent did on or about May 28th demote, and thereafter discharge the employees, Fred Raines, John Huber, Merle Davis, Virgil Woods, Edgar Partlow, Allen Pitchford, Thomas Hayes, and Jack White because they were members of the C. I. O. or because of any union activity of theirs on behalf of said union?

A. We did not.

Q. But they were discharged, were they?

A. They were.

Q. For what reason?

A. For refusal to work as scheduled.

Q. They were never demoted, were they?

A. Not to my knowledge.

Q. I will ask you whether the company, whether you or any of the company or any of the representatives ever at any time since you have been general superintendent discriminated in regard to hire, tenure, terms and conditions of employment, and did discourage membership in the union known as the C. I. O. referred to in these proceedings?

A. Not to my knowledge at any time.

Q. Did you or any other officers or agents of this company, to your knowledge, from on or about June, 1942, and continuing down to the date this complaint was
1354 filed, urge, advise, threaten and warn its employees or any of them to refrain from becoming or remaining members of the union heretofore referred to as the C. I. O. in these proceedings?

A. We did not.

Q. Did you or any of the other officers or representatives of the management of this company during said period of time or any other time ever interrogate any of the employees concerning their union membership and make derogatory remarks concerning that union?

A. Not to my knowledge, we did not.

Q. Now, Mr. Sommer, yesterday I asked you about this interplant mailing system. Is that a system that any employee can use to communicate with another employee in the plant?

A. Yes, sir.

Q. I assume that it is the policy of your company that they should communicate only in connection with company business, is that true?

A. Yes, sir, it is; although it may not always be followed exactly.

Q. Has there ever been any complaint made to you by the members of the C. I. O. or any other employees as to any abuse of that privilege afforded to all of the employees with reference to the use of that interplant mailing system?

A. No, sir, not to my knowledge.

Mr. McGrath. I believe that is all.

1355 Trial Examiner Myers. Mr. Rosell, do you have any questions?

Mr. McGrath. Pardon me, just one second.

By Mr. McGrath:

Q. You made a statement I want to clarify that since the organization of the Alliance the company had paid its members with reference to certain meetings. Will you just explain that in order to clarify it?

A. If an employee attends a meeting with management and leaves his work to do it, we pay him his average

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pay for the time spent in that meeting. It is our understanding that it is in compliance with the provisions of the Wagner Act.

Q. Has there ever been any payment by the company to any members of the Alliance for attendance at meetings of the Alliance?

A. You mean when not with the management?

Q. Yes.

A. Not to my knowledge, never.

Q. And has there ever been any payment by the company to any members of the Alliance since its organization for attending meetings other than what you have just now defined?

A. None that I know of, sir.

Q. Has the company ever furnished a meeting place for the Alliance?

A. Shortly after the Alliance was formed they
1356 rented some space from us for a short time.

Q. Do you know how much they paid for it?

A. No, I could not say.

Q. How long did they use the place, how long did that continue?

A. Just a few months, I believe.

Mr. McGrath. I think that is all.

Trial Examiner Myers. Mr. Rosell, do you have any questions?

Mr. Rosell. Yes, Mr. Examiner.

CROSS-EXAMINATION

By Mr. Rosell:

Q. Mr. Sommer, has the company ever paid the Alliance itself any money?

A. No, sir, not to my knowledge.

Q. Do you remember the "Red Brands" ball club?

A. Yes.

Q. The company sponsored that for some time, did they not?

A. I think that was formed before I was directly in charge of the management.

Q. Well, in 1938 did the company sponsor the "Red Brands"?

A. Well, I do not know exactly what you mean "sponsor." We furnished uniforms with the name "Red

Brands" on the backs. They were playing out in these various country towns and the argument was made that it might be good advertising.

By Trial Examiner MYERS:

1357 Q. You mean that the company gave the players uniforms?

A. Yes, sir.

Q. Gratis?

A. Yes, sir.

By Mr. ROSELL:

Q. Now, before that time did the company give the players uniforms?

A. I could not say as to that.

Q. Well, from 1935 on when you became superintendent?

A. We might have. I do not know the exact date when we first supplied them with uniforms.

Q. What was your answer?

A. I say, I do not know the exact date when we first might have supplied them with uniforms.

Q. Did you supply them with uniforms?

A. We did, in 1938.

Q. Well, prior to 1938?

A. I do not know; we may have.

Q. Now, during 1938 besides uniforms did the company give the ball team baseball equipment?

A. I think we furnished some balls and bats.

Q. Now, prior to 1938 did you furnish any balls and bats and uniforms, say in 1937?

A. May I have that question read again?

Trial Examiner MYERS. Will you kindly read the question, Mr. Reporter?

1358 (Record read.)

The WITNESS. It is possible that we may have, I do not remember.

By Mr. ROSELL:

Q. Well, did you furnish the Red Brands with uniforms and baseball equipment in 1936?

A. I would have to give you the same answer. It is possible that we did, but I do not remember what the details were there.

Q. Now, at one time the company supplied materials and built the ball field, is that right?

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A. Yes, sir.

Q. And that is the field that the Red Brands played on, is that correct?

A. Part of the time, yes.

Q. Now prior to April of 1935 were you ever connected with the company?

A. Yes.

Q. When was that?

A. I was connected with the company from, let me see, until I think it was 1932, from 1915 to 1932.

Q. And from 1932 to 1935 were you employed by the company?

A. Well, I was on the company's payroll but I was operating a subsidiary company out of town most of that time.

Q. Well, were you associated with the management at all between 1932 and 1935?

1359 A. I was on the board of directors.

By Trial Examiner MYERS:

Q. What subsidiary company were you operating?

A. Mattson Wire & Steel.

Q. Where is that located?

A. Joliet, Illinois.

Q. Is that still owned and operated by the company?

A. No.

By Mr. ROSELL:

Q. Now, between 1932 and 1935, do I understand correctly that you were on the board of directors?

A. Yes, sir.

Q. During those years do you know whether or not the company, say during 1934, furnished any uniforms or baseball equipment to the Red Brands?

A. No, I do not know; I would not know.

Q. I believe you testified after the Alliance was organized they rented some space?

A. Yes, sir.

Q. That space was over the gate office, was it not?

A. Yes, sir.

Q. An office?

A. Yes, sir.

Q. That is the same office the K. E. A. had occupied, is that correct?

A. Yes, sir.

1366 By Mr. CHAMPION:

Q. Mr. Sommer, you testified that you did rent space over the gate office to the Alliance for a short while, is that true?

A. Yes, sir.

Q. The only entrance to that office was an outside entrance from the public street, isn't that true?

A. Yes, sir.

Q. And is it not a fact that that was a small space?

A. Yes, sir.

Q. It was not a meeting place, was it, for meetings of the members and things of that sort of the Alliance?

A. No, it was not.

Q. It was merely some office space for them, as I understand it?

A. It was a small room upstairs above the gate office.

By Trial Examiner MYERS:

Q. What did the Alliance keep in it?

A. I do not believe I was ever up there but I assume they kept some records there.

1367 By Mr. CHAMPION:

Q. Was that what might be termed an unfinished attic?

A. Yes, sir.

Q. And the Alliance did pay by check or don't you know that, to the Keystone, $10 a month rent for that for a period of a few months?

A. I think that was the amount, yes.

Q. At that period do you know, if you know, that this meeting place for their members, or rather, that their meeting place for their members was a building known as Heitzman's Hall, or do you know that, Mr. Sommers?

A. I do not know that for a fact. I know they had no meeting place on our property at that time.

Mr. CHAMPION. That is all, Mr. Sommer.

Trial Examiner MYERS. Mr. McGrath, do you have any further questions?

Mr. MCGRATH. Nothing further.

Trial Examiner MYERS. You are excused, sir. Thank you.

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We will take a five-minute recess——

Mr. ROSELL. May I have one question?

Trial Examiner MYERS. Do you mind stepping back, Mr. Sommer?

Mr. ROSELL. I am sorry.

By Mr. ROSELL:

1368 Q. The gate office does that set right on the street?

A. No.

Q. Flush with the street?

A. No.

Q. It is set back, is it not, about a hundred yards inside the company's property?

A. You mean our present gate office?

Q. No, the old gate office.

A. Yes, it was set back.

Q. And in order to get there you would walk in, would you not, about a hundred yards before you got to the door?

A. I would say thereabouts, fifty to a hundred yards.

1369 By Mr. MCGRATH:

Q. Mr. Sommer, you have testified on cross examination that subsequent to the organization of the Alliance in 1937 that you furnished to a certain ball club some uniforms and other baseball equipment?

A. Yes, sir.

Q. Was that ball club in any way connected with or sponsored by the Alliance?

A. No, sir.

1370 JOHN MORITZ was recalled as a witness by and on behalf of the Respondent, having been previously duly sworn, resumed the stand and testified further as follows:

DIRECT EXAMINATION

Trial Examiner MYERS. Mr. Moritz, you were sworn before and you do not have to be sworn again.

The WITNESS. Thank you.

By Mr. MCGRATH:

Q. Mr. Moritz, you are the same Mr. Moritz that was on the stand previously?

A. Yes, sir.
Q. You are the superintendent of the wire mill?
A. Yes, sir. That is the wire mills.
Q. Wire mills, is that true, of the Keystone?
A. Yes, sir.
Q. Where is your office located?
A. Well, it is located in about the center of the plant.
Q. Well, it is out in the plant, is it not?
A. Yes, sir.

1371 By Trial Examiner MYERS:

Q. In the center of the wire plant?
A. Yes, sir.

By Mr. MCGRATH:

Q. And is it a place that is easily accessible to any and all employees of that department?
A. That is the reason it is there.
Q. Of the wire mills?
A. Yes, sir.
Q. Now, as superintendent of the wire mills, do you represent the management under Mr. D. P. Sommer in connection with all labor matters arising in the wire mills?
A. Yes, sir.
Q. And Mr. Al Sommer does the same thing in the steel mills?
A. Yes, sir.
Q. Now, those two departments of this company are situated how far apart?
A. Oh, between a quarter and a half mile, I guess.
Q. Well, they are two separate and distinct units, is that not true?
A. Yes.
Q. One part of the plant manufactures steel and puts it into a certain form and then it is sent over to the wire mills and there it is drawn and put into a different form?
A. Put into the finished product.

1372 Q. Put into the finished product?
A. Yes.

Q. How long have you been superintendent of the wire mills?

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A. Since December, 1937—1936.
Q. Since December, 1936?
A. Yes.
Q. Now, just explain to the examiner what was the policy during all of the time that you were there, what was the method followed by you as a representative of the management in the handling of labor disputes and labor difficulties that arose under your jurisdiction?
A. Why, I tried to be as fair and as unbiased as I could, regardless of whether our employees joined or belonged to any union, or any union that they did belong to.
Q. What I mean is this, could all employees come directly to you with their grievances if they wished to?
A. Yes, sir.

By Trial Examiner MYERS:

Q. Alone?
A. Alone.

By Mr. MCGRATH:

Q. And could they——
The WITNESS. And in groups, too. I allowed some groups, too.

By Trial Examiner MYERS:

Q. I mean, a man could come in there, he was allowed to come to you individually or in groups?
1373 A. As I understand it, as I understand the law we were not——
Q. I mean, what was your practice? I know what the law is.
A. Our practice was to deal with our bargaining agent and any individuals that might want to come in.
Q. Well, if a man came in, we will say that John Jones who works in the storage house, what they call the hot house, and who wanted to see you about a grievance pertaining to working conditions, would you discuss his grievance with him individually?
A. Yes, sir.
Q. Now, if John Jones, Bill Smith, and two other fellows wanted to discuss a grievance with you concerning the four of those persons, and the four of them came to you, would you discuss their grievances with them?

A. As a group?

Q. The four of them, yes.

A. The four of them, no. I would tell them that they would have to work through our bargaining agent.

Q. What you said, you would tell them either——

A. I would tell them that they would have to work through their bargaining agent.

Q. But if they had come separately you would talk to them?

A. Yes, sir.

By Mr. McGrath:

1374 Q. Would that be your attitude if they were there, the four of them, talking about a grievance that had nothing to do with general working conditions, or if they, all four, had the same grievance, as to some discrimination on the part of the foreman or something like that?

A. I do not hardly know how to answer that, because these boys, Johnny Huber and Jack White, or Johnnny Huber called for a meeting, and I told them that they could have one. The only thing that I did tell them was that I would have to notify our bargaining agent of the meeting.

Q. Did they advise you what they wished to discuss?

A. Yes.

Q. What was that?

A. It was a problem of the patenting department.

Q. What do you mean, a problem of the patenting department?

A. Well, they——

Mr. Rosell. Mr. Examiner, I am sorry to interrupt, but there has been no time or place pointed out. I do not know which situation he is referring to.

Trial Examiner Myers. All right. He will fix the time.

Mr. Reporter, will you read the question to the witness, and then fix the time, will you, Mr. McGrath?

(Record read.)

Mr. McGrath. Well, to clarify it, did you under-

1375 stand they wanted to talk to you about the propriety of the issuance of the schedule that transferred them from the fabric department to the patenting

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department that has heretofore been testified to about, issued on May 28th?

A. Yes, sir.

Q. 1943?

A. Yes, sir.

Q. Now, was that in your opinion a matter that affected all of the men in that department and one that was covered by your contract with the bargaining agent?

A. Yes, sir.

Q. Now, assume that they had come to you, these four men, and had a grievance of, we will say, that a foreman had discriminated against them because they were C. I. O. or had been improperly scheduled or had done something that was in violation of the rules and regulations of the company, would you have discussed that with them?

A. Yes, sir.

Q. So as I understand it, you would discuss with one or more employees any question that involved them individually and did not involve the entire working force in the department in which they worked?

A. Yes, sir.

By Trial Examiner MYERS:

Q. Well, would you discuss the grievance with
1376 these four people or any four people without calling in the representative of the Alliance?

A. Well, that would depend upon what the problem would be.

Q. You were the judge whether the Alliance should be notified or not, is that right?

A. Yes, sir.

Q. No matter how large the group was that called on you to discuss the grievance you would determine whether it was necessary to have a representative of the Alliance there or not, is that right?

A. Well, it was not how large a group it was; it was what the particular problem was.

Q. I mean, if a dozen came to you and you thought that it was not necessary to call in the representative of the Alliance, you would not call him in?

A. That is right.

By Mr. MCGRATH:

Q. Now, whether or not you determined it was neces-

sary to call in the Alliance, as I understand it, from the nature of the complaint, and as to whether or not that complaint affected all of the men in the department?

A. That is right.

Q. In other words, questions like working hours or wages or anything that affected all of the men in the departments?

A. Yes, sir.

Q. All other matters the men could call or could come in and talk to you about as they saw fit?

1377 A. Yes, sir.

Q. Was that in accordance with the policy of the company all of the time that you have been superintendent of the wire mills?

A. Yes, I suppose it was. It was my policy.

Q. Well, has there ever been any criticism about it?

Trial Examiner Myers. Let us not go back as far as that because the Alliance existed when he first became superintendent of the wire mills.

By Mr. McGrath:

Q. Now, Mr. Moritz, when those machines are working, when that plant is in operation, is that a quiet or a noisy place?

A. It is quite noisy.

Q. Is it necessary for the various employees working in those departments down there at times to gather together and talk about their work and discuss the problems that arise in their work?

A. In some departments that is true.

Q. That is true in the fabric department and also in the patenting?

A. Some in the fabric and some in the patenting.

Q. I see, and the fact that two or more men may be talking together, is that an indication, would that be an indication to a foreman of anything unusual or that they might be talking about something outside of company business?

1378 A. It is nothing unusual, but there is still more of it than we would like to see.

Q. What do you mean?

A. There is more visiting and so forth that goes on than we would like to see.

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Q. I understand, but that is not what I asked you. I asked you whether or not the fact that a foreman saw two or more men talking together at any time there while that plant was in operation, whether that would indicate they were talking about something other than company business.

A. It could be.

Q. Was that an unusual occurrence?

A. No, sir.

Q. Well, the fact that those men were talking there would not indicate anything to you, would it, other than they were talking?

A. That is about right.

Q. And whether or not they were talking about union activities, was that any indication that they were talking about union activities?

A. No.

Q. Before a foreman could find out what they were taking about or whether they were violating any of the rules of the company, he would have to get up pretty close to them, would he not?

1379 A. That is right.

Q. And when they are doing those things they do not continue talking, that is the general rule?

A. That is what usually happens.

Q. So far as you know, do you know of any way that the company could prohibit these men, the C. I. O. or Alliance or any other men there, from discussing matters that do not pertain to company business?

Mr. Rosell. I object, Mr. Examiner.

Trial Examiner Myers. I will overrule the objection.

The Witness. We have no way of stopping that.

Mr. McGrath. You have no way of finding out what they are talking about?

The Witness. No.

By Mr. McGrath:

Q. Have you at any time since the organization of the Alliance failed or refused to reprimand any employee, regardless of whether he was a member of the Alliance or the C. I. O. for discussing union activities while on the company's grounds and while they were supposed to be at work, if it was called to your attention?

A. No, sir.

Q. Did you as superintendent of the steel mills accord to the members of the Alliance that were your employees any other or different privileges or rights than you accorded to the members of the C. I. O. or the other
1380 employees that were not members of any union during the entire time that you have been there?

A. No, sir. You said steel mills and it should have been wire mills.

Q. Well, wire mills. Correct me if I make a mistake. I am not any too familiar with that.

Now, how many of these—I want to go into a little more in detail the interplant mailing system and have you describe it a little more in detail than Mr. Sommer did.

First, if you know about how many stations there are there or places where employees can drop communications in, will you tell us about that?

A. In the wire mills?

Q. In the wire mills.

A. In the wire mills, that is about somewhere between twenty to twenty-five.

Q. Where are they located?

A. They are located in the foremen's offices.

Q. And are they located at other places throughout the plant?

A. No.

Q. Are there twenty-four foremen in the wire mills?

A. Well, there is more than that.

Q. Well, there are twenty-four foremen's offices?

A. Between twenty and twenty-five.

1381 Q. I see. Well, that is close enough. In each one of these offices is there a receptacle in which there is a place for mail that is intended for incoming mail and outgoing mail? Is that true?

A. That is right.

1401 Q. Reference was made in the testimony that you had a conversation with a Mr. Robert Liescheck and in that testimony, in itself, there was testimony that you asked him how "You and the C. I. O. were coming on," referring to him. Did you hear that testimony?

A. I heard it.

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Q. What was the occasion for that statement and just explain it?

A. Lee Forbes, the chairman of the Alliance galvanizing department committee, called one morning and said that Bob Liescheck was doing a lot of C. I. O. organizing, and he also——

Q. Where and when?

A. On the company property or on the job, for that matter, and I also said that I understood he was putting up some stickers around the mill which were more or less permanent at the time, C. I. O. stickers. I know that I found about twenty-five of them stuck on my office door one morning.

Trial Examiner Myers. Let us stick to what Mr. Forbes did.

The Witness. So I called the foreman and I asked him whether he knew anything about this Robert Lies-
1402 check organizing or trying to organize on the job and the foreman, Oran Byrne, said that he did not, and I told him that Forbes had talked to me about it. I said, "Well, send the boy up and I will talk to him," and he said, "Well, he is rather a timid fellow, Johnny. I will probably scare him to death if I tell him he should come up to your office." I said, "All right, you come up with him then."

So they came up and when I saw the boy I happened to know his father, so he started calling me Johnny right away, and I asked him and he said that he was not doing any C. I. O. talking and had not put up any stickers and he said that he quit the Alliance because he did not like them, and he went to the C. I. O.

I said, "That is your privilege," and I told him that all he had to do was to do his work there, and Oran Byrne, the foreman, said, "Well, he has been doing that." I said, "All right, Bob, forget it."

Probably a few days or a week later I met him in the machine shop and as a friendly gesture I said, "Bob, how is the C. I. O.," and that is the incident.

1424 Q. And Mr. Huber also testified that he asked you to post a notice to the effect that it did not make any difference what union the men belonged to. Do you recall his making such request to you?

A. He may have made that request, and I rather think that he did, but we have never done anything like that, so naturally I was reluctant or refused to do it at that time.

Q. As I understand it you never posted any notice, the management has never posted any notices of any kind telling the men what their rights were with reference to joining any union or not joining the union, is that true?

1425 A. Not to my knowledge, they have not.

By Trial Examiner Myers:

Q. Mr. Moritz, do you remember what Mr. Huber wanted included in that notice?

A. He said something about he wanted a notice posted that it was not on account of the C. I. O. members that the production was being reduced, or words to that effect, or intimated that we were not, probably did not care what union they belonged to, or whatever his particular interest was.

Q. He wanted those two things put into a notice, is that it?

A. Probably so. There had been so much going on there that I can not remember the particulars of the thing.

By Mr. McGrath:

Q. But you did not explain the reason for it, did you?

A. I don't even recall that, Shelton, whether I explained the reasons or not.

Q. You told him he was wrong if he thought you were cutting down deliberately?

A. Yes, sir.

Q. Mr. Huber testified that he saw a man by the name of Ronketta wearing an Alliance button while he was assistant foreman. Do you know Mr. Ronketta?

A. I do.

Q. And do you know whether or not he wore an Alliance button while he was assistant foreman?

A. He might have been called an assistant fore-

1426 man but he was more or less of a tool room man that we kept on nights to sign cards and tried to take care of the machines in wire and so forth. He had

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no authority to hire or fire, and whether or not he wore a button, I do not remember.

By Trial Examiner MYERS:

Q. How long did he have that job?

A. How long has he had that job?

Q. Yes, sir.

A. Well, he has had that job for several years, but he was on days, I think, for almost all the time until we started getting slack.

Q. How many years would you say he had that job?

A. Oh——

Q. Approximately?

A. Four or five years, I would say.

1446 By Mr. MCGRATH:

Q. Now, Mr. Moritz, I will show you a paper marked Board's Exhibit No. 70, that is that one you explained about, is that true?

A. Yes, sir.

Q. Is that all, that portion appearing there on that page in quotation marks simply a copy of a report that you got from a man by the name of Farnum?

A. Art Farnum, the night foreman, Art, he just signed it as Art.

Q. And you just passed it on?

A. Just passed it on that way.

1450 By Trial Examiner MYERS:

Q. Mr. Moritz, I am handing you Board's Exhibit No. 52. What is that?

A. That is the wire mill telephone directory and home addresses.

Q. Well, whose names appear on that?

A. The foremen, supervisors or key men we have, men like adjusters on machines, pipefitters who might be called out in case of an emergency or breakdown. It does not necessarily mean that they have to be foremen or supervisors.

Q. That is what I have asked you to explain. What is it?

A. This is simply the key men, with their addresses and telephones so that they might be called in the case of an emergency.

Q. Who are the key men on that list?

A. Well, Jack White's name is on here. He was an adjuster at the time. That is one.

Q. Are there any others?

A. I see Henry Nanninga here, who is a carpenter;
1451 I see George Schantz, who was a store man; Jim McBride, who is more or less of a scale tester, he tests the scales and so forth; Art Joy, who is a barbed wire adjuster; Alvie Jenks, who is a straight and cut adjuster; Herman Griffith, who at that time was a clerk in the store room; Ray Evans, who was a rigger, what we call a rigger in our millwright department; Ed Bolander, at that time I do not know, in 1940 he was an adjuster in our fabric department, and the rest are foremen, leaders of departments and supervisors.

Q. Now, what is the position of adjuster?

A. An adjuster has the maintenance and the upkeep of a machine or a certain group of machines in the barbed wire department. We have one adjuster for a certain number of machines.

Q. How many?

A. In the barbed wire it is about, around 20.

Q. How many machines are there altogether?

A. We have forty-four in the barbed wire department. If we are running the department full time we will have two adjusters on.

Q. On each shift?

A. On each shift.

Q. What do they do?

A. They repair the machines and keep the operators supplied with wire.

1452 Q. What is their connection, if any, with the operators of the machines?

A. With the operators of the machines?

Q. Yes.

A. Well, nothing, only when they inspect the product and repair the machine when the operators call them, or in their inspection if they see a machine needs repair, they will ask the operator to shut it down.

Q. They inspect the product produced by the operator, is that right?

A. Yes, sir.

Q. Of the machines they have charge of?

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A. That is right.

Q. If the product is not up to standard, then what happens?

A. What happens?

Q. What does the adjuster do?

A. They will instruct the operator to shut his machine down, or if it is something that the operator should take care of they will ask him to take care of it.

Q. Suppose the man turns out a faulty product, what does the adjuster do?

A. Well, according to the offense, he would take care of it himself in the repairing of the machine or he might even report to the foreman the situation.

Q. What would the foreman do?

1453 A. The foreman would correct the man or reprimand him, whatever he thought was necessary, depending on the offense.

Q. Who notifies the operator how much material to produce on a certain shift?

A. Who notifies the operator?

Q. We will say an operator comes and starts working on a machine.

A. Yes.

Q. Does he know how much material to turn out?

A. He is just supposed to turn out all he can.

Q. How does he know when to shut down his machine, when he has enough of this product?

A. Well, if you have a certain change on the machine, why, the foreman would give the notice of the change to the adjuster.

Q. Would he in turn take it up with the operator?

A. That is right.

Q. In the fabric department what are the duties of an adjuster?

A. That is about the same thing, except the fabric department being so short of men, you might say, on the night shift there were many times when we only operated our straight and cut machines alone, or maybe one fabric department, and in that case the adjuster might even sign their time cards and keep them in wire and

1454 keep the machines going and running and check the product.

Q. When the foreman is not there who is in charge of the department?

A. He would be, you can say that he would be.

Q. Who is "he"? The adjuster?

A. The adjuster.

Q. Now, have you got a list similar to these for the years 1935 up to date, I mean, Board's Exhibit No. 52.

A. No, I do not think we have. I do not know. We started five or six years ago. I did not think it was that old.

Q. Have you got it for the current year 1944?

A. Yes, sir.

Q. Have you got it for 1943?

A. I think we have.

Q. And for 1942?

A. I am not sure. We probably have from 1944 on, if I got this thing out.

Q. You mean from 1940?

A. From 1940 on. We did not get them out one each year. Whenever we thought there were several changes on there, several people that should not be on any more for some reason or other, we would get a new sheet out, a new one like this. It would not necessarily be one each year. We might have gotten out two for one year and maybe none for a year and a half.

1457 Trial Examiner MYERS. How many employees are there in the steel mills, approximately?

Mr. D. P. SOMMER. 350.

Mr. BAER. 350.

Trial Examiner MYERS. And in the wire mills?

1458 Mr. BAER. Oh, around 1100, I guess.

Trial Examiner MYERS. Mr. Champion, do you know whether the Alliance took in any of the men from the steel mills?

Mr. CHAMPION. Yes, sir.

1467 CROSS-EXAMINATION

1483 Q. Mr. Ronketta has been in charge, has he not, of the second shift in the fabric department?

A. You could call it that.

By Trial Examiner MYERS:

Q. Well, what do you call it?

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A. Well, I would say that he is probably recognized by the men as being the man in charge.

Q. In charge of what?

A. Of the department or the equipment that he is operating.

1484 Q. Mr. Moritz, do you recall the letter that you sent Jack White on June 30, 1942, about soliciting in the plant?

A. I remember sending him a letter. I do not know the date, but I imagine it is the letter you are referring to.

Q. I will show you the letter. I show you Board's Exhibit No. 51. Is that the letter you sent Jack White on or about the date it bears?

A. Yes, sir.

Q. Who complained about Jack White?

A. Well, there was Harlow Summers, the foreman complained about men complaining to him about Jack doing a lot of talking in the tool room and over the lunch hour.

1485 Q. Did Harlow Summers tell you who complained to him?

A. I do not remember who the individuals were at the time, but he probably did.

Q. You sent a similar letter at the same time to John Huber, did you not?

A. Yes, sir.

Q. Who complained about John Huber?

A. Harlow Summers, also.

Q. What did Harlow Summers tell you about that?

A. Well, he told me the same thing.

Q. What was that?

A. That Jack and John were doing a lot of talking and causing a lot of confusion and arguments in the fabric department, particularly during lunch time.

Q. Well, did any employees complain to you?

A. Not that I know of, to me.

Q. You said so in your letter, did you not?

A. It might be a committee man.

Q. Which committee man?

A. An Alliance committee man.

Q. Who?

A. The committee.
Q. Which committee?
A. The Alliance committee.

Trial Examiner Myers. What are you doing, going backwards and forwards? Do you want their names?

1486

By Mr. Rosell:

Q. The Alliance committee of the fabric department?
A. Yes, sir.
Q. Glenn Hogue?
A. I do not know whether he was a member of the committee then or not. I said the Alliance committee.
Q. Well, did the whole committee complain to you?
A. They probably did when they were up there at a meeting on some other problem of some kind. I do not recall having a meeting for that specific reason, to complain about these boys organizing or talking C. I. O.
A. When did they tell you that?
A. I did not say they did tell me that. I said they may have in one of their meetings, because there was a lot of confusion and a lot of talk going on at that time.
Q. Do you know that they did or did not complain to you, the Alliance committee of the fabric department?
A. I do not know.
Q. And all you recall is that Harlow Summers told it to you, is that right?
A. Yes, sir.

1487

Q. Mr. Moritz, I show you Board's Exhibit No. 72——
A. Yes, sir.
Mr. Baer. May I see that, please?
(Document handed to Mr. Baer.)

By Mr. Rosell:

1488

Q. Now, Mr. Moritz, this letter that you wrote Mr. Hogue on December 15, 1942, refers to a galvanizing department C. I. O. petition, your memo, December 15, is that right?
A. Yes.
Trial Examiner Myers. What was that question? Will you please read it back for me, Mr. Reporter?
(Record read.)
The Witness. Yes.

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By Mr. Rosell:

Q. That was the subject about which you wrote Mr. Hogue, is that correct?

A. Yes, sir.

Mr. Baer. Will you let me see it, please?

Mr. Rosell. All right, Mr. Baer.

(Document handed to Mr. Baer.)

By Mr. Rosell:

Q. Mr. Moritz, do you have Mr. Hogue's memorandum of December 15 that you referred to in there, among your records?

A. I should have.

Q. Will you bring that in, please?

A. If we have it, I will.

1547 Mr. Rosell. I will withdraw the question.

Will you please mark this as Board's Exhibit No. 100, please, Mr. Reporter.

(Thereupon the document above referred to was marked "Board's Exhibit No. 100" for identification.)

By Mr. Rosell:

Q. Mr. Moritz, I show you Board's Exhibit No. 100 for identification and I will ask you whether that

1548 bears your signature.

A. Yes, sir.

Q. And you wrote that letter?

A. Yes, sir.

Q. About the time and date it bears?

A. Yes, sir.

Mr. Rosell. I will ask that the document be received in evidence, Mr. Examiner. (Handing document to counsel.)

Trial Examiner Myers. Is there any objection?

Mr. Baer. Yes, we object to it as being entirely immaterial. It is dated March 14, 1944, and refers to a condition then existing which was many, many months after the discharge of Mr. Partlow, and we believe it has no bearing whatsoever on the case and makes no reference to any feelings or state of feelings that existed anywhere near the time the men were discharged. It has nothing to do with the case at all.

Trial Examiner Myers. I will overrule the objection

and receive the paper in evidence and I will ask the reporter to please mark it as Board's Exhibit No. 100.

(The document heretofore marked "Board's Exhibit No. 100" for identification was thereupon received in evidence.)

By Mr. ROSELL:

Q. Mr. Moritz, I show you Board's Exhibit No. 100 and I will ask you to read that, please.

A. Yes.

Q. Now, whose resentment and bad feeling was
1549 he referring to in that letter?

Mr. BAER. I object to that. It is entirely immaterial and has nothing to do with any of the issues in this case.

Trial Examiner MYERS. The objection is overruled.

The WITNESS. Oh, there has been a world of comment and remarks made concerning these eight boys since they have been gone, and inasmuch as I did not have anything that you might say was decent to offer Ed Partlow I certainly did not think it was worth while even to try to get him away from Ceco. He was working for Ceco and I don't suppose we could have if we wanted to.

By Mr. ROSELL:

Q. Mr. Witness, I ask you again, whose resentment and bad feeling were you referring to in that letter.

A. I can not recall any particular individual.

Q. Was it your own?

A. No, sir. I certainly would not have written a letter like this (indicating).

Mr. ROSELL. That is all.

Trial Examiner MYERS. Do you have any questions, Mr. Champion?

Mr. CHAMPION. Yes, sir, Mr. Examiner, just one or two.

By Mr. CHAMPION:

Q. Mr. Moritz, in your previous testimony, you testified, as I recall, that when complaints came to you from individual employees as to solicitation in the plant in
1550 connection with union activities that you call to the attention of the person complained about such a complaint, is that true?

BLEED THROUGH – POOR COPY

A. Yes, sir.

Q. Did you have occasion during the month of May or June——

Trial Examiner MYERS. Of what year?

Mr. CHAMPION. I am just going to fix that, Mr. Examiner——

By Mr. CHAMPION:

Q. (Continuing.) Of 1942, have occasion to call Mr. Hogue to your office in reference to the complaints that had been made to you concerning solicitation by Alliance members on company property, or to see him or to talk to him about that matter?

A. I know that I talked to him about it and also again as to Hout and Jack White and Johnnie Huber were up to the office. I have forgotten whether we had a meeting that day or that afternoon or the next day, but anyway, Bruce Hogue also attended that meeting, and after that meeting was over I told him personally that these boys had made——

Q. Just tell about what you told him.

A. I told him these boys had made comments or statements about the fact that the Alliance was doing a lot of organizing on company property and during working hours, too, and if this was true that it was quite a job to try to straighten out both of them.

Q. Did he understand that was against company rules, and did you tell him—Mr. Hogue?

1551 A. Yes, sir, he certainly should have—well, he knew it all right.

Q. In other words, did you treat him any differently in reference to a complaint you had received concerning solicitation by the Alliance members than you had those against whom complaints had been made to you concerning C. I. O. solicitation?

A. I tried to be as fair as I knew how.

Trial Examiner MYERS. Will you answer the question, please?

The WITNESS. What is it?

Trial Examiner MYERS. Read the question to the witness.

(Record read.)

The WITNESS. No, sir.

Mr. CHAMPION. I believe that is all.

Trial Examiner MYERS. Mr. Baer, do you have any questions of this witness?

Mr. BAER. Yes.

REDIRECT EXAMINATION

1558 Q. I will ask you to again look at Board's Exhibit No. 100, being a letter from you to Mr. Partlow, Edgar Partlow. State, if you remember, what induced you to write that letter.

A. In the latter part of February, Ed Partlow called me about an appointment. He was then working at Ceco Steel & Wire Company.

Q. Where is that?

A. That is in Bartonville.

Trial Examiner MYERS. Is that C-i-l-c-o?

The WITNESS. C-e-c-o, Concrete Engineering Company, that is the abbreviation for it.

1559 Edgar Partlow called me and said that he wanted to see me and I told him that I would be glad to see him, and I have forgotten now whether it was the same day or a day or two following he came to the employment office and he called me from the employment office, they called me from the employment office and said that Edgar Partlow was out there.

Usually I would say, "Well, send him in," but I told them to put him on the telephone and I talked to him on the telephone. He said that he wanted to see me about the chances of getting back. I told him that I would be glad to talk to him, I said, "I will be glad to talk to you, Ed. Do you want to come on into the plant in my office, or would you a little rather prefer that I come out to the gate office and talk to you?"

I said, "It may be a little embarrassing to walk through the mill, because my office is in the center of the mill." He said, "If you don't mind, Johnny, I would rather you come out to the gate office."

I did that. We went out and sat down in my car, he got in my car, and we sat and talked there. We talked for an hour or so.

By Mr. BAER:

Q. What did you talk about, Mr. Moritz?

BLEED THROUGH – POOR COPY

A. Well, we talked about this case. Edgar Partlow told me that most of the boys were willing to come back before they ever got this notice and particularly so after they had heard of the June 5th meeting, and also after
1560 the June 9th meeting in your office.

He also told me that when he mentioned that or they mentioned that, that Vernon Bailey told them, "Just when I got the case in the palm of my hand, you boys want to wash out on me."

Also, in regard to Edgar's job, I asked him why he wanted to leave Ceco and he said that he had joined the union or agreed to join the union over at Ceco—I think it is an A. F. of L. Union—and that he had to pay $3.50 or $4.50 for a certain time, and the steward came around and told him that he would have to have his money by noon or that he would authorize the company to let him go or discharge him. I think he said, "Let me go."

The steward came around just about noon and said, "I will give you until the last of the week." I am not sure whether he said, "the last of the week," or "Saturday." He said something about the last of the week.

So he said, "Between now and that time I am going to try and find another job." I told him I did not know what I could do for him, that there was quite a bit of feeling on the part of the men in the mill. Several of them he knew had talked to me and had talked to the foreman and said, "Why should those fellows get by with something that we could not get by with," and we heard numerous remarks immediately after the boys were let go.

1561 I told Ed that I would see what I could do. I could not figure out what I could do for him or where I could place him, because according to his discharge record he had lost his seniority and he would have had to start in at the bottom some place, which was at the labor rate. A day or two prior to this letter of March 14th, Mrs. Partlow called me and asked me——

Q. That was Edgar Partlow's wife?

A. Mrs. Edgar Partlow, and she asked me if I had found anything for Edgar and I said, "No, I have not. I will see what I can do in the next day or so and write Ed a letter." That is where I got her address. She is the one that gave me their address.

Q. And in this letter you state that among other things that there is a considerable amount of resentment and bad feeling toward you boys. Did you have any reference to a feeling of resentment on the part of any officials of the company or anyone in a supervisory capacity of the company?

A. No, that was general gossip and talk by the men in the mill.

Q. Mr. Rosell questioned you about the resentment of your own. What did you understand in discussing the resentment that you testified about when he was questioning you?

A. The only way I answered that at that time was that I resented the fact that the boys did not come up
1562 to see me and that they placed their confidence in Vernon Bailey instead of placing it in me, because I had all the facts, and I knew that Bailey did not.

I had no personal resentment. I had more sympathy than I had resentment for them.

I have since met some of these boys, Jack White, John Huber, Merle Davis, met them outside and bought them a drink. I have nothing against them.

Q. You never did have any ill feelings toward any of them?

A. No, sir.

Q. Or anybody in the management did, is that right?

A. What is that?

Q. And neither did anybody in the management?

A. Not that I know of.

Q. As a matter of fact, you and the management did all you could to help these boys down there so they would not have to lose their seniority, isn't that right?

A. We certainly did.

Q. Now, on—strike that.

You have testified with reference to the company's mailing system. I just wanted to clear up one point. Is it not a fact that the company's interplant mailing system also collected and delivered mail that had been in the United States mails? In other words, mail that came through the United States mails from the outside
1563 and mail in the plant that was destined to go outside into the U. S. mail in addition to interplant communications and memorandums?

BLEED THROUGH – POOR COPY

A. Yes, sir, we accepted or delivered anything that had an address on it.

Q. And that was collected and delivered without discrimination of any kind, everything that was put in the mail, is that right?

A. Yes.

Q. From any employee or an official?

A. That is right.

Q. And that has been the practice for many years, isn't that right?

A. Yes, sir.

1570 By Mr. Baer:

Q. Why wasn't the company rule with reference to C. I. O papers being passed around amongst the employees in the plant enforced?

A. Oh, I don't know. I don't suppose it could have been stopped even if we had wanted to. We were not interested in it.

Q. You took no interest in any of these union activities on the part of either the Alliance or the C. I. O. at any time, unless there was a specific complaint made to you, isn't that right?

A. That is right.

Mr. Rosell. I object, Mr. Examiner.

Trial Examiner Myers. The objection is overruled.

By Mr. Baer:

Q. Is it not a fact—strike that.

Whenever a complaint was made you acted promptly at all times, did you not?

Mr. Rosell. I object again, Mr. Examiner.

Trial Examiner Myers. I will sustain the objection.

By Mr. Baer:

Q. Is it not a fact that the employees who were members of the C. I. O. openly wore C. I. O. buttons and the
1571 stewards wore their buttons and all of their activity was in the open at the plant?

A. Yes, sir.

Q. Describe the nature of the steward's C. I. O. buttons that the stewards were wearing.

A. Oh, I don't know. It is quite a good sized one, I know.

Q. The C. I. O. have been active at the Keystone Steel & Wire Company continuously since about June of 1942, isn't that correct?

A. Yes, it was, because—I know that, because that July 9th was when the meeting with Jack White and Johnny Huber and Hout took place.

Q. Mr. Moritz, you remember the meeting in your office on June 5th when Mr. White and Mr. Huber and I think two or three other C. I. O. employees came to you and walked out of the meeting that morning?

A. Yes, sir.

Q. You stated to Mr. Rosell on cross examination that you did not notify the Alliance officials when Mr. Virgil Woods and Mr. Pitchford, I think it was, came to your office, apparently to attend that meeting, but were late, after everyone had already left, why didn't you notify the Alliance officials that you were speaking to Mr. Woods and Mr. Pitchford?

A. Well, they came up so quickly after the other
1572 boys had gone and the Alliance boys were the last ones down, they followed the C. I. O. boys down, and I thought I was giving them a break. I thought I could construe it as part of the same meeting and I went on and talked to them.

Q. In other words, you knew that the C. I. O. men would have preferred to talk to you outside the presence of any Alliance men, is that correct?

A. I missed the first part of that question.

Trial Examiner Myers: Read the question to the witness.

(Record read.)

The Witness: Yes.

By Mr. Baer:

Q. And the only reason you notified the Alliance officials in the first instance was because you felt that was your legal obligation, isn't that right?

A. Yes, sir.

1582 Q. Mr. Moritz, do you know John McReynolds?

A. Yes, sir.

Q. Do you remember the circumstances involving his transfer from one department of the plant to the nail department?

A. Well, we——

BLEED THROUGH – POOR COPY

Q. Just answer yes or no.

A. Yes.

Q. Will you state all about that?

Trial Examiner Myers: Give him the time.

By Mr. Baer:

Q. And fix the time.

A. The fall of 1942, I think it was. I know he was supposed to be a C. I. O. steward. We needed a nail department repairman and Mac had had considerable experience.

Q. You mean McReynolds?

A. McReynolds had had considerable experience in our fabric department tool room, as well as in our pipe shop, and I thought it would be a good job for him, and he had not had a fixed steady job in the mill, I do not believe, until that time.

Q. Where had he been working in the mill?

A. Well, I think he worked in the loading crew in the fabric department for a while. I believe originally
1583 he worked in the post department and he did some work in the yard department.

Q. Did he ask you to be transferred to the nail department?

A. No, he did not ask me. This nail repair job was open and I could not think of any other man that could fill the job any better than McReynolds, so I offered him the job and he gladly accepted it. It was a straight pay job.

1584 Q. At that job, did he make more money than at his former work?

A. Yes, sir.

Q. And at that time he was a C. I. O. steward and you knew it, is that right?

A. Yes, sir, he was wearing a button.

Q. Did you ever have any other similar experience with any other employees who you knew were members of the C. I. O.?

A. Oh, Dick Wallace was a night repair man in the nail department and he come up to the office one day and asked about a transfer out of the department. He said that he had a nervous condition and a stomach ailment and the doctor told him that he should get away from that kind of work. I went over several jobs in the mill that we had open, that is, learners and starting jobs, and he chose the

patenting department, but after a week or so he came up and said that his condition was not improving any and he was wondering if I could find anything else for him.

I asked him if there was anything he had in mind and he said, "I would like to stay in the mechanical end if I could," and I asked him if he wanted to go into the millwright department if he could, and he wanted to. We put him in there and he is still there.

Q. That transfer of Mr. Wallace was made pur-
1585 suant to his request?

A. Yes, sir.

Q. Mr. Moritz, I am making reference to Board's Exhibit No. 51, which is a letter dated June 20, 1942, which you wrote to Jack White. In the third paragraph thereof you state:

"In the five and one-half years that I have been back here, I have, from time to time, heard rumors of union organizing while on the job, but I have always hesitated to take any action unless some particular individual or group of individuals have appealed to me personally and given me the facts, which has only happened once before, at which time I warned the individual, the same as I am doing now."

Do you recall who the individual was that you referred to there and that you stated you had previously reprimanded?

A. No, but it happened within a year or so after he started there in December, 1936, and I knew that it was a galvanizing department man. Hugo Williamson was the foreman at the time.

Q. Was he a member of the C. I. O. or the Alliance, or was he a member of any other union?

A. Well, he must have been a member of the Alliance, because we never heard of any other union there.

1586 Q. In this same letter, being Board's Exhibit No. 51, which I am showing you a copy of, do you recall who the men were, referred to in the early part of that letter, who made the complaint?

A. Oh, I do not know that I can accurately recall the names.

Q. Do you know what the complaint was?

A. I know——

Mr. Rosell. Pardon me.

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The WITNESS. I know distinctly one was Tony Kocsaba, K-o-c-s-a-b-a, I think it is.

By Mr. BAER:

Q. Was there a man by the name of Meisinger——

Mr. ROSELL. Mr. Examiner, I certainly object to that mode of questioning. When he says he did not know, to suggest a name to him, I certainly object to that.

Trial Examiner MYERS. The motion is overruled.

The WITNESS. Meisinger told me about it, in the hot house one day down there, about a lot of confusion and talking over in the fabric department, and that there might be some trouble some day.

By Mr. BAER:

Q. What was the complaint about? Was there anything threatened?

Mr. ROSELL. Mr. Examiner, I certainly object to that.

Trial Examiner MYERS. I will sustain the objection.

Mr. BAER. I will strike "Was there anything threatened".

1587 By Mr. BAER:

Q. What was the complaint about?

A. It was about the C. I. O. boys talking, C. I. O. boys at the fabric.

By Trial Examiner MYERS:

Q. Was that Elmer Meisinger?

A. No, Henry.

By Mr. BAER:

Q. Well, were the boys just talking? What was the talk about?

A. Well, this was a discussion—it was along about the time that Jack White and Johnny Huber were talking during lunch hours or in the tool room about the boys not doing their work, they were laying down on the job, or something.

Q. Then what happened?

A. I do not recall.

Q. Were they Alliance boys?

By Trial Examiner MYERS:

Q. What did he tell you? Do you remember what he told you?

A. Meisinger?

Q. Yes.

A. Yes, he told me that the C. I. O. boys were doing a lot of talking over in the tool room and that there might be some trouble develop.

Q. Was that all he told you?

A. He might have said a lot more, but that is about all I can accurately remember.

Trial Examiner MYERS. All right.

1588 By Mr. BARR:

Q. What did you understand from Mr. Meisinger's conversation with you, as to what the talking was about and what the significance of all this conversation was that prompted you to write this letter to Jack White?

Mr. ROSELL. Mr. Examiner, I object to the question.

Trial Examiner MYERS. I will sustain the objection.

By Mr. BARR:

Q. At any rate, this letter to Jack White was written pursuant to a specific complaint made to you, is that correct?

A. That is right.

Q. Mr. Moritz, on your testimony, in answer to some of the questions, the Examiner asked you about key men being listed in the telephone directory of the company. I wish you would state what a key man is, as you understand it, and how they are determined.

A. Well, on the telephone directory you put men down there who are qualified to do certain things and are probably easily accessible. I know in the pipe department we have on the list one man because he lives in Bartonville and we may have somebody else in Pekin, maybe two men in like capacities even on the same job; if they live in Pekin, maybe one has an automobile and the other one does not; maybe one has a telephone, and the other one does not. You could even have a janitor on in case the office would become flooded, or a toilet would become flooded up or something.

1589 It is men that you can call in an emergency regardless of the nature of the emergency.

Q. Is it not a fact that the telephone directory had as great a variety of different skilled men as may be needed

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in any conceivable emergency that might arise in any department in the plant?

Mr. Rosell. I object, Mr. Examiner.

Trial Examiner Myers. Will you read that question please, Mr. Reporter?

(Record read.)

Trial Examiner Myers. Reframe the question.

Mr. Baer. Strike the question.

By Mr. Baer:

Q. The only objection of having that telephone directory listing——

Trial Examiner Myers. Now, do not start off with that statement. Either let him testify or you testify.

Mr. Baer. Strike that.

By Mr. Baer:

Q. What was the object, Mr. Moritz, of having so many different types of skilled men listed on that directory many of whom were not in any supervisory capacity whatsoever?

Mr. Rosell. I object to that question, Mr. Examiner.

Trial Examiner Myers. I will sustain the objection.

By Mr. Baer:

Q. Describe in greater detail, Mr. Moritz, the nature of the experience and the skill of the men listed or scheduled in the telephone directory.

1590 A. I would hardly know how to answer that. The men were——

Trial Examiner Myers. Do you want the exhibit?

The Witness. No. The men were placed on the telephone directory in relation to their accessibility in time of an emergency.

By Mr. Baer:

Q. And you said even a janitor might be considered a key man, isn't that right?

A. He could be.

1596 Mr. Baer. That is all, Mr. Examiner.

Just a minute, I will ask the reporter to mark this as Respondent's Exhibit No. 8.

(Thereupon the document above referred to was marked "Respondent's Exhibit No. 8" for identification.)

By Mr. BAER:

Q. I show you an exhibit marked for the purposes of the record as Respondent's Exhibit No. 8 and I will ask you to read it.

A. Yes, sir.

Q. I will ask you if you received a copy of this letter on or about the date it bears?

A. Yes, sir.

Q. Do you know, and state if you know, if Mr. D. P. Sommer received the original of the same?

A. Yes, sir.

Q. He did, and this is it?

A. Yes, sir.

1597 Mr. ROSELL. May I see the letter, Mr. Baer?

Mr. BAER. Certainly. (Handing document to counsel.)

Trial Examiner MYERS. From whom is it?

Mr. BAER. From Mr. Hogue.

The WITNESS. Bruce F. Hogue.

Mr. CHAMPION. May I see it, please?

(Document handed to counsel.)

Mr. BAER. Mr. Examiner, we do not have our copies made of this, it has just been called to my attention, and we would like to have leave to withdraw it for the purposes of——

First I will ask to have it introduced in evidence.

Trial Examiner MYERS. Is there any objection?

Mr. ROSELL. No objection.

Trial Examiner MYERS. Any objection, Mr. Champion?

Mr. CHAMPION. No, sir.

Trial Examiner MYERS. There being no objection, the paper is received in evidence and I will ask the reporter to please mark it as Respondent's Exhibit No. 8.

(The document heretofore marked "Respondent's Exhibit No. 8" for identification was received in evidence.)

1608 By Mr. ROSELL:

Q. Now, when I questioned you on Saturday with respect to who had made complaints to you about Huber and White, didn't you tell me Mr. Summers?

A. Harlow Summers.

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Q. Didn't you say you did not recall any individual making any complaint to you at all?

A. I might have said something like that at the time.

Q. You recall that today, is that right?

A. Yes, sir.

Q. From Saturday to Monday, correct?

A. Yes.

Mr. BAER. Now, I object to that.

Trial Examiner MYERS. Well, we will all concede that Saturday was the last day we were here and today is the first day after the Saturday we were here. I will overrule the objection.

By Mr. ROSELL:

Q. What did Tony Kocsaba tell you?

A. He came up to my office and complained about Jack.

1609 By Trial Examiner MYERS:

Q. That is Jack White?

A. Jack White talking to him about joining the C. I. O.

By Mr. ROSELL:

Q. When was this that he came to your office?

A. I don't know. It was when this—when all the confusion and discussion was going on, probably in the spring or summer of 1942.

Q. Well you wrote the letter when, in June?

A. I don't know.

By Trial Examiner MYERS:

Q. With reference to when you wrote the letter——

A. I don't remember.

By Mr. ROSELL:

Q. When did Tony Kocsaba——

Trial Examiner MYERS. Wait a minute.

Mr. ROSELL. I am sorry, sir.

By Trial Examiner MYERS:

Q. With reference to when you wrote the letter, when did the conversation take place?

A. Well, this was before I wrote the letter. The letter is June, is it not?

Q. I mean, the number of days, the number of months,

number of weeks, something like that. Have you any idea?

A. No, I do not believe I have any idea.

Trial Examiner MYERS. Go ahead, Mr. Rosell.

By Mr. ROSELL:

Q. What else did Kocsaba tell you?

A. He made some other comments or remarks
1610 concerning the conversation. I have forgotten what they were.

Q. Where did Kocsaba work?

A. He is a janitor in the office.

Q. And where did he say White had spoken to him?

A. I don't know, I do not recall.

Q. Did he say when?

A. What do you mean as to when?

Q. When did Kocsaba tell you White had spoken to him?

A. Well, I think he come up to my office the next morning and said something about, "Jack White jumped me yesterday about joining the C.I.O.," or words to that effect, I don't know.

Q. Well, did he tell you it was outside the plant?

A. No, sir.

Q. Where did he tell you it was?

A. I thought he told me in the machine shop, but I don't know for sure.

Q. Now, where did you talk to Meisinger.

A. In the hot house.

Q. When was that?

A. Oh, I don't know, along at the time when the confusion was going on and just prior to the time I wrote Jack.

Q. And who did Meisinger say had spoken to him?

A. I do not know that he said——

Q. Did he say White?

A. I don't know that he said that Jack spoke to
1611 him, particularly. He made some remarks or comments about Jack or John Huber doing a lot of union talking or CIO talking during lunch hour in the tool room, and went on and said something about that there might be some trouble develop—that there was

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going to be trouble over that if it keeps on, or something to that effect.

Redirect examination by Mr. BAER:

Q. Mr. Moritz, just prior to the time you
1612 wrote the letter to Jack White on June 30, 1942, as shown by Board's Exhibit No. 51, did you receive a memorandum from Harlow Summers wherein Mr. Summers set forth statements that the employees were complaining about union activities in the plant?

Mr. ROSELL. Mr. Examiner, I certainly object to that question.

Trial Examiner MYERS. Well, why?

Mr. ROSELL. Well, there has been no testimony of it, and we have gone through this thing——

Mr. BAER. And I——

Trial Examiner MYERS. Wait, wait.

Mr. ROSELL. May I finish, please—and Mr. Baer at this point asked him if he received any written memorandums from Mr. Summers and the witness testified to nothing like that, and it certainly is the most leading type of question.

Mr. BAER. Mr. Examiner——

Trial Examiner MYERS. Wait a minute, Mr. Baer. Have you got that memorandum?

Mr. BAER. I am going to say—I was going to say that I do not have it, but one of my associates here said he believed there was such a memorandum and I do not know what Mr. Moritz would answer, whether it would be yes or no. All I want is the information here and I cannot see any reason for objecting to us having it in.

1613 Trial Examiner MYERS. Overruled.

Mr. BAER. If it helps the case.

Trial Examiner MYERS. I want to get at the facts too.

The WITNESS. I remember a memorandum from Harlow Summers concerning one of these problems of C. I. O. discussion in the tool room, or outside the tool room during lunch hour, and I believe the information was given him by Ronketta and Meisinger.

Mr. BAER. I think that is all.

Mr. ROSELL. I have one more question.

Re-cross-examination by Mr. Rosell:

Q. Mr. Moritz, the fabric department—strike that. You knew, did you not, that the fabric department was the center of most of the C. I. O. activity there?

A. I would say yes.

Q. And that was from the start of the C. I. O. activity in about June of 1942, is that right?

A. Yes, sir.

Mr. Rosell. That is all.

Redirect examination by Mr. Baer:

Q. But the C. I. O. was active in other departments in the plant, too, isn't that right?

A. Oh, you heard the discussions, the rumors, all over the mill.

1614 Q. Just answer my question.

A. Yes, sir.

1648 John Hinnen was called as a witness by and on behalf of the respondent, having been first duly sworn, was examined and testified as follows:

Direct examination by Trial Examiner Myers:

Q. What is your name, sir?

A. John Hinnen.

Q. How do you spell your last name?

A. H-i-n-n-e-n.

Q. Where do you live, Mr. Hinnen?

A. 307 West Melbourne.

Q. In Peoria?

A. Peoria.

Trial Examiner Myers. You may be seated, sir. You may proceed, Mr. Davis.

By Mr. Davis:

Q. By whom are you employed, Mr. Hinnen?

A. Keystone Steel & Wire Company.

Q. How long have you been employed by the Keystone Steel & Wire Company?

A. Since December, 1912.

Q. What is your position at the present time?

A. Comptroller.

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Q. How long have you been comptroller?

A. Since March, 1926.

Q. Mr. Hinnen, what is the average earnings per
1649 hour of Keystone workers as compared with the earnings, the average hourly earnings of the men in the rest of the steel industry in the United States? Is it higher or lower?

A. Well, the last report we had, it was higher. The last report was in March of 1944.

Q. What does that show?

A. Our rate, our average earnings is 16 cents per hour higher than the total for the industry in the United States.

Mr. Rosell. Mr. Examiner, is this his opinion or——

Mr. Baer. He knows that.

Mr. Rosell. I am going to object and ask that that be stricken unless he is qualified to answer.

Trial Examiner Myers. It is too late. It should have been objected to when the question was propounded. You cannot say you did not have time to make an objection because he hesitated almost a minute before he answered.

What is the purpose of this line, anyway, Mr. Davis?

Mr. Davis. Well, we want to show that the workers down at Keystone are fairly treated down there by their employer in so far as wages are concerned.

Trial Examiner Myers. Supposing they did not get as much in plant B, that is not the question involved here.

Mr. Davis. Well, that is true. Of course, it is not directly on the issues involved here.

Trial Examiner Myers. Is it going to take long to
1650 put this in?

Mr. Davis. I just asked that one question. I am not following that up any further.

Trial Examiner Myers. I see. All right, you are going to another line now?

Mr. Davis. That is right, yes, sir.

I ask that the reporter please mark this instrument as Respondent's Exhibit No. 12.

(Thereupon the document above referred to was marked "Respondent's Exhibit No. 12" for identification.)

Mr. Baer. For the sake of the record, in answer to your inquiry, the reason for that information getting into this record is to show that the employees at Keystone

dominated the management and not management dominated any employees.

1654 By Mr. Davis:

Q. Mr. Hinnen, I will ask you to state, if you know, the manner in which the dues are deducted, the dues to the Alliance are deducted from the pay checks of the members of the Alliance?

A. Well, we received cards authorizing the deduction from the various employees, and we received a monthly report from the I. S. W. A., showing the amount of
1655 dues to be deducted that month. We make the deductions and write out a check for the amount of the deduction and turn the list back to them with the checks.

Mr. Davis. May I see Board's Exhibit No. 74, please?

Trial Examiner Myers. It is being copied.

Mr. Rosell. I will have that here in the morning with all of them, as soon as I can get it photostated today.

Trial Examiner Myers. It is being copied, Mr. Davis.

Mr. Davis. Mr. Examiner, as to office memorandum, No. 74, we want to ask——

Mr. Baer. That is Board's Exhibit No. 74?

Mr. Davis. Yes, as to Board's Exhibit No. 74 we want to ask this witness a few questions, and we would like to do that later, whenever they are returned here.

Mr. Rosell. If it is satisfactory I can bring that in in about five minutes, if it will facilitate matters I will bring that over.

Trial Examiner Myers. Off the record.

(Discussion off the record.)

Trial Examiner Myers. On the record.

By Mr. Davis:

Q. Mr. Hinnen, does the company make any charge for the services of deducting the dues of the Alliance from the pay of the men?

A. Yes, they do.

Q. How much is that charge?

1656 A. I think at the present time it is $9 a month.

Q. Upon what is that based?

A. Well, the original charge was based on a time study of the time required to actually make the deductions from

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the payroll and make out the checks and so forth, but in recent years we have been purchasing new machines for handling our payroll and, of course, with the present time study it would be much less than $9 a month, but we never reduced that charge. We just made a flat charge of $9 per month.

Q. Who pays that charge?

A. The I. S. W. A.

By Trial Examiner Myers:

Q. How often do you deduct the dues?

A. Once a month.

By Mr. Davis:

Q. Have they always paid for this service ever since you started making these deductions from their pay?

A. Yes, they have.

Q. The company has never done that as a voluntary matter without charge?

A. No, sir.

By Trial Examiner Myers:

Q. Do you know when it started? When did you start to do this, do you remember?

A. I am pretty sure the first month we made deductions was in June of 1937.

1660 Cross-examination by Mr. Rosell:

Q. Now, when you received these monthly lists from the Alliance for dues deductions, what does that list consist of?

A. Who does the list consist of?

Q. What does it consist of?

A. It consists of all the names of fellows that signed up for dues deductions, I presume. It is made up by the Alliance and that is all we know.

Q. What does it give? Does it give the name of an individual and indicate how much should be deducted from him?

1661 A. That is right.

Q. And what do you do with the cards that you originally receive?

A. The cards?

Q. Yes.

A. We keep them on file in the office.

Q. What happens to the list that you get each month?

A. We return it back to the secretary of the I. S. W. A.

Q. By what method do you check the correctness between your deductions and the list, if the list is returned?

A. We have to check that before we return the list.

Q. Do you make any copy of that list?

A. We do not.

Q. Well, once the list is returned you have no method of checking then of whether a proper deduction was made, or not, is that correct?

A. Except in the payroll we check that before we send the list back. The payroll is checked and balanced so we know the proper deduction has been made.

Q. Now, what was your original charge made for the dues deductions?

A. I do not know just what the original charge was. I know there was one charge of $11.25. I do not know whether we had any higher charge than that or not.

Q. And you said it became $9 a month?

1662 A. That is right.

Q. When did it become $9 a month?

A. I would not know that without checking.

Q. When did you buy this machine that you testified to that facilitated the deductions?

A. About three years ago, I think.

Q. That would be in 1942?

A. I believe so.

Q. Now, prior to 1942 did the company make any deductions in behalf of the Alliance, other than dues deductions?

A. Not that I know of.

1664 By Mr. Rosell:

1665 Q. Mr. Witness, when is the first time that the company sold stationery to the Alliance?

A. Well, I could not answer that without checking the records. I presume it was about May of 1937.

Q. And do you still sell them stationery?

A. No, not since there has been a paper shortage.

Q. When did you stop selling them stationery?

A. Oh, I don't know. About two years ago, I would say.

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Q. And have you got a list of all of their purchases of stationery and the amounts? Have you records of that?

A. We could probably check it up.

Mr. Rosell. Mr. Baer, would you produce that, please?

Mr. Baer. No, sir; not unless the Examiner asks me to. I think it is entirely immaterial. I might state, Mr. Examiner, that that would be a very difficult job because we would have to go through the cost requisitions for all those years and it will take hours and hours of time, and unless it is material we do not think we are justified in taking our help at this critical period for something we consider entirely immaterial.

By Mr. Rosell:

Q. Mr. Witness, does the company have a running account, ledger account with the I. S. W. A.?

A. I think they do.

1670-1671 William Herman was called as a witness by and on behalf of the Respondent, having been first duly sworn, was examined and testified as follows:

Direct examination by Trial Examiner Myers:

Q. What is your name?

A. William Herman.

1672 Q. Will you spell your last name for the record, please?

A. H-e-r-m-a-n.

Q. Where do you live, Mr. Herman?

A. 400 Melrose Place.

Q. Peoria?

A. Peoria, Illinois.

Trial Examiner Myers. You may be seated, please. You may proceed, Mr. Baer.

By Mr. Baer:

Q. Where are you employed, Mr. Herman?

A. Keystone Steel & Wire Company.

Q. In what capacity are you employed there?

A. Superintendent of the rolling mill.

Q. How long have you been employed at the Keystone Steel & Wire Company?

A. For forty-four years.
Q. For forty-four years?
A. Yes, sir.
Q. How long have you been superintendent of the rolling mill?
A. Oh, a good many years. I do not know just how many, ten or twelve years.
Q. Would you say five years?
A. No, more than five years; ten or twelve years.
Q. Ten or twelve years?
A. Yes, sir.
1673 Q. I will ask you if you know a man named Earl Kelly who used to be an employee of the Keystone Steel & Wire Company?
A. Yes, sir.
Q. Did you have a conference or a talk with him on or about the latter part of November, 1942?
A. Yes, I did.
Q. Do you recall the date?
A. It was November 28, 1942.
Q. And where was this talk had?
A. It was in my office.
Q. Where is your office, Mr. Herman?
A. It is in the steel plant where Kelly works and I work.
Q. Your plant, your office is located right in the rolling mill building?
A. No, it is in the general steel plant office.
Q. In the steel plant office?
A. Yes, sir.
Q. And who was present at this conference?
A. Mr. Kelly and I and Al Sommer.
Q. And who is Al Sommer?
A. Al Sommer is general superintendent of the steel plant.
Q. How did Al Sommer come to be at this meeting?
A. Why, I believe I called him in.
Q. And what was the occasion—strike that.
How did Mr. Kelly happen to come to your office that day?
1674 A. Well, the reason that he came into the office, I had received so many complaints from other

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employees regarding his C. I. O. activities, and they even complained that he was continually trying to get them to sign C. I. O. membership cards and the men were getting tired of it and they wanted me to put a stop to it. So I called him into the office and told him.

Q. Will you state what was said—strike that.

Did the complaint include other matters besides?

A. We took up other matters.

Q. No, besides C. I. O. activities.

A. We took up other matters, yes.

Q. I mean, did the complaints made to you include complaints with reference to other matters than C. I. O. activities?

A. Well, yes.

Q. What were they?

A. One complaint was in regard to a fight that Kelly had had with another employee, and we discussed that.

Q. Will you state what was said by everybody there at that meeting, to the best of your recollection?

A. We just—well, we just had this conversation in which I told Kelly about these complaints and I told him that he had been warned a number of times to stop this, not to annoy these other men. He persisted in annoying them and they were getting tired of it,—
1675 and that if he continued this practice I would have to discharge him.

Then we discussed the matter of the fight he had had and I found out that this fight had taken place previously, quite a while previously, so nothing more was said about the fight.

Al Sommer was there and he joined in the general discussion, but I do not remember just what was said. He read him some rules, the company rules.

Q. Did he give him a copy of the company's rules on labor relations?

A. He gave him a book and read certain things concerning his fighting, soliciting and so forth. That is the gist of the whole thing.

Q. Well, how long did this conference last, Mr. Herman?

A. Oh, it probably lasted an hour.

Q. Were you talking the entire time about the complaint or did you discuss other subjects?

A. No, we discussed all kinds of subjects. In other words, we talked about general subjects, we discussed politics, even got into religion, the war, and everything else, just a general conversation.

Q. And the discussion ended up on a very friendly basis among all of you?

A. A very friendly basis and everybody seemed to be glad that they had gotten everything off their
1676 chests and Kelly went back to work and that was the end of it for the time.

Mr. Barr. Now, I will ask the reporter to mark this document for purposes of identification as Respondent's Exhibit No. 14.

(Thereupon the document above referred to was marked "Respondent's Exhibit No. 14" for identification.)

By Mr. Barr.

Q. Where did the employees who complained about Kelly and Kelly's activities pertaining to C. I. O. activities say that they took place?

Mr. Rosell. I will object to that, Mr. Examiner, unless there is a person or time placed.

Mr. Barr. Well, he can go into that on cross examination.

Trial Examiner Myers. Will you read the question to the witness, please?

Mr. Barr. Well, let us strike the question and I will put it a little differently.

Trial Examiner Myers. Very well.

By Mr. Barr:

Q. You said complaints were made about Mr. Kelly's C. I. O. activities. In this complaint, was the place where Mr. Kelly's activities were taking place stated to you?

A. No, they were not stated just specifically where they took place. They took place during working hours on company property, and that takes in a lot of territory.

1677 Q. In other words, you do not know where within the plant they took place?

A. Somewhere in the plant.

Q. OK, and during working hours?

A. Oh, yes.

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Q. Now, I will ask you to examine a document which has been marked for purposes of identification as Respondent's Exhibit No. 14 and I will ask you to please read it.

A. December 23——

Trial Examiner MYERS. Read it to yourself.

By Mr. BAER.

Q. Did you write that memorandum?

A. I had a stenographer write it, yes.

Q. And it is a memorandum addressed to Earl Kelly, isn't that right?

A. Earl Kelly, that is right.

Q. And when did you write it?

A. Well, I dictated it——

Q. Strike that. What date does the memorandum bear?

A. December 23, 1942.

Q. And when did you write it?

A. On the 22nd.

By Trial Examiner MYERS:

Q. You mean you dictated it on the 22nd?

A. Yes, sir.

By Mr. BAER:

Q. December, 1942?

1678 A. 1942.

Q. What was the reason?

A. For dictating this?

Q. That you wrote that memorandum?

A. The reason was that Kelly again later on in December, about a month later, on the 22nd of December, an employee came into my office and said that, "Kelly is at it again." I says, "At what?"

Q. Who said that?

A. An employee.

Q. Yes.

A. And I says, "At what?" He says, "He is signing up members again, he is trying to get me to sign again," and he went into details that he had refused to sign.

Q. When was that said to you?

A. Pardon me?

Q. When did this take place?

A. When?

Q. Yes.

A. This was at about the 22nd of December, 1942.

Q. All right, go on.

A. This employee said that he had been bothered again by Kelly and that he was getting tired of it and that he had refused to sign, and this was down at the shear house where Kelly works, and inasmuch as he refused to
1679 sign, Kelly grabbed him by the arm and shoved him around and told him to get the hell out of here, "You have got no business in here."

Q. What was this man's name you are talking about?

A. J. B. King.

Q. What?

A. J. B. King.

Q. Now, was anything else said by King to you?

A. Well, I questioned King thoroughly and I wanted to be sure that King was telling the truth. I asked him a number of times if he was certain about it, and he was certain of everything, so I came to the conclusion that the only thing to do was to discharge Kelly and I wrote that memorandum, had it written, and delivered it to him at the gate office, which he got the next day, on the 23rd day of December.

Mr. Rosell. May I see that?

Mr. Barr. Yes, you may.

At this point I will ask to have this document marked for purposes of identification Respondent's Exhibit No. 14 admitted in evidence, and I wish to state that on the back of this memorandum is some handwriting notes pertaining to this matter made by Mr. Herman himself, which I am not putting in evidence. It happens to be on the back.

Trial Examiner Myers. All you want is the typewritten part?

Mr. Barr. Yes, we want the typewritten part
1680 and the date "'42" in pencil added there. We are not putting the handwriting into the record.

Trial Examiner Myers. Show copies to counsel.

Mr. Barr. I am handing copies to counsel.

Trial Examiner Myers. Is there any objection?

Mr. Rosell. No objection. May I see the original, Mr. Examiner.

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Trial Examiner Myers. Just look at the typewritten part. There being no objection the paper is received in evidence and I will ask the reporter to please mark it as Respondent's Exhibit No. 14.

(The document heretofore marked "Respondent's Exhibit No. 14" for identification was received in evidence.)

By Mr. Barr:

Q. Now, after Mr. Kelly received this memorandum discharging him, did you talk to Mr. Kelly again after that time?

A. Yes, sir.

Q. When did you next talk to him, and where?

A. It was on the morning of the 23rd.

Q. Of December, December 23, 1942?

A. December 23, 1942.

Q. The next day?

A. The date of that memorandum. He received this copy around 7 o'clock when he came to work and
1681 he called me up later, about 9 o'clock. He called me up and said that he thought that he was framed, that was his remarks, he called me up and said that he thought he was framed, the reason that I discharged him. Well, I told him to come down to the office and we would have a talk and talk it over. In the meantime I called up King and I got King down to the office so that I got the two fellows together and——

Q. This is the same Mr. King that made the complaint?

A. The same J. B. King, and I got King and Kelly together, the accused and the accuser, and let them talk it out there in my office with me umpiring the game.

Q. Who else was there besides King and Kelly and yourself, if anybody?

A. Mr. Sommer, Mr. Al Sommer was there.

Q. Just the four of you?

A. Yes, sir.

Q. You say that was Mr. Al Sommer?

A. Yes, sir.

Q. All right. State what was said.

A. Well, after hearing King and Kelly discuss this thing it looked to me like there wasn't so much to the whole story. I did not believe all that either one of them said and they both admitted that some of the statements

they had made were wrong, and as a result of that
1682 I told Kelly to come back to work. I figured that there was not enough grounds and enough—really, I wanted to lean over backwards and give him the benefit of the doubt and I told him to go back to work.

By Trial Examiner Myers:

Q. Did he go back to work?

A. Oh, yes.

By Mr. Baer:

Q. And he went back to work when?

A. This was on the 23rd of December, 1944.

Q. 1942, you mean?

A. 1942, I mean, that is right, and on the 24th he was laid off, he was laid off on the 24th for manhandling King and pushing him around down there at the shear house. The 25th was Christmas and the mill did not run and he came back on the 26th of December, 1942.

Q. So as a result of your conference after hearing both Mr. King, the accuser, and Mr. Kelly, the accused, and hearing both sides and hearing their respective opposite views with reference to what took place, you believed Mr. Kelly over Mr. King, didn't you?

A. I did. I believed Kelly over King and I wanted to give him the benefit of the doubt. I did not want to lay a man off without being absolutely certain that he was entitled to be laid off.

Q. Based on your belief that with some doubt in your mind as to what the facts were—and you placed
1683 Mr. Kelly back to work?

A. That is right.

Q. Now, in this memorandum to Mr. Kelly, which is Respondent's Exhibit No. 14, you state in that memorandum:

"I am sorry, Earl, for you were scheduled for advancement effective January 1st as you well know from the schedule which has been posted since December 11th."

Had you posted a schedule on December 11th which showed an advancement for Mr. Kelly to be effective on the following January 1st?

A. Yes, I did.

Q. And after that incident of December 23, 1942, did the

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schedule that you had posted on December 11th remain in full force and effect, and was Mr. Kelly given the advancement as originally scheduled on December 11th?

A. He was.

Q. And did he accept his job, the advanced job?

A. Oh, yes, he did.

Q. And as a result of Mr. Kelly having been discharged, as you have just testified, were his seniority rights in any way affected?

A. None whatever. He took his advancements as they came along in the line of seniority just the same.

Q. When he returned to work on December 26th he was reinstated in full seniority that he would have had
1684 if this incident of December 23rd had not taken place, isn't that right?

A. Yes, sir; that is right.

Q. Mr. Kelly continued to work for the company for at least another year after that, isn't that true?

A. For over a year. He worked for over a year with another advancement after that.

Q. Now, Mr. Herman, it was a fact, was it not, that Mr. Kelly for several months prior to December, 1942, was active in C. I. O. activities?

A. I did not see any of his activities. All I had was the complaints from other employees that he was active.

Q. You know, though, that he was active, an active C. I. O. man down there, did you not?

A. Oh, yes, I knew that he belonged to the C. I. O.

Q. And you knew that on December 11, 1942, when you posted the schedule showing an advancement for him to become effective on January 1, 1943?

A. Oh, yes.

Mr. Baer. I think that is all. Just a minute.

Trial Examiner Myers. Have you any further questions?

Mr. Baer. That is all right now.

Trial Examiner Myers. Have you any questions, Mr. Rosell?

Mr. Rosell. Yes, I am just examining my notes, Mr. Examiner.

1685 Cross examination by Mr. Rosell:

Q. Mr. Herman, when you first called Kelly in, who complained to you?

A. Pardon me? I didn't hear that.
(Record read.)

By Mr. Rossell:

Q. About Kelly.

A. Oh, there were numerous complaints. There were many of them. J. B. King was one of them.

Q. He complained the first time, too, did he?

A. I can not remember just who was first. There were a great many of them.

Q. I mean, he was one of those that complained to you the first time you called Kelly in, is that correct?

A. Yes.

Q. Was there anyone else?

A. Oh, there was another one I can think of now, Fritz Liesch.

Q. Fritz Liesch, he was vice-president of the Alliance, wasn't he, at that time?

A. He was at one time. I do not know if he was at that time.

Q. At that time, do you know?

Q. I can not say. I would have to check that up.

Q. Anyone else?

A. There were numerous men out in the plant;
1686 when I would walk around they would tell me about it. I did not jot down all their names. I just knew there were many complaints.

Q. Do you know any besides King and Liesch at this point?

A. I can not tell you right now any names, no.

Q. What did Liesch tell you?

A. What did he say?

Q. Yes.

A. I do not remember the wording of his complaint.

By Trial Examiner Myers:

Q. Well, just give us the substance of what he said, as much as you can remember.

A. He complained about the activities of Kelly signing all these other men, about signing the C. I. O. membership cards, and I think he mentioned something about a fight Kelly had had.

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By Mr. Rosell:

Q. Liesch did?

A. Yes, as I remember it, yes.

Q. That is the fight that you referred to, that happened sometime prior?

A. It did. At the time I thought it was very recent, at the time this conference was going on, I thought it was a recent fight, but in a later talk with Kelly he told me that that had happened a long time ago. Well——

Q. In fact—pardon me.

A. In fact, it did happen a long time ago, I accepted his word, and I believed that it happened a long time
1687 before. I told Kelly that if I had known about it at the time I would have discharged him and he said, "That happened years ago." I said, "I thought that was something recent."

Q. What did King tell you the first time?

A. He said just what I testified to here a while ago, that he came in and he said, "Kelly is at it again, signing me up."

Trial Examiner Myers. He said the first time.

Mr. Rosell. I asked you the first time.

Trial Examiner Myers. The first time King came in and complained about Kelly, what did King say?

The Witness. I can not remember. This is the first time, although he came in, he knew that I had known that Kelly was doing this kind of work and he came in and said, "He is doing it again."

By Mr. Rosell:

Q. How did King know that you knew about it?

A. Oh, it had been discussed all over the plant. Everybody had talked about it. Everybody knew about it, at least he assumed so, I don't know. That was his remark. I don't know why, but that was his remark.

Q. Did you know that Kelly had gone to Chicago on behalf of the C. I. O.?

A. Yes, I saw his picture in the C. I. O. paper, I believe, or some paper.

Q. I show you what has been marked as Board's Exhibit No. 98 for identification. Is that the picture you refer to?

1688 A. Yes, that is.

Q. Is that the paper you saw it in?

A. It may not be this copy.

Q. I mean one just like that?

A. Yes, yes.

1690 Redirect examination by Mr. BAER:

Q. Mr. Herman, you saw Mr. Kelly's picture in the C. I. O. paper and knew of his activities among the employees at the Keystone Steel & Wire Company during working hours, and still you scheduled him for advancement on December 11th, such advancement to take effect on January 1, 1943, is that right?

A. Yes, sir.

Mr. ROSELL. I object, Mr. Examiner.

Trial Examiner MYERS. I will sustain the objection. It is argumentative, Mr. Baer.

Strike the answer.

By Mr. BAER:

Q. Mr. Herman, you saw the picture of Mr. Kelly in the C. I. O. paper—strike that.

When did you see Mr. Kelly's picture in the C. I. O. paper with reference to the date of December 11, 1942?

1691 Trial Examiner MYERS. Look at the exhibit, Mr. Witness.

Mr. BAER. I object to that, Mr. Examiner, because the date on that would have no bearing as to when he saw it.

Trial Examiner MYERS. All right. I thought I would be of service to you.

Mr. BAER. Thank you.

The WITNESS. I do not know the date when that picture came out in that paper.

Mr. BAER. Mr. Examiner, I will use that exhibit now.

By Mr. BAER:

Q. Will you look at the exhibit? Do you see that picture in the paper, in the C. I. O. paper,—did you see that picture in the paper on about the date this paper bears, August 31, 1942?

A. It was right around that time.

Q. So it was before December 11, 1942, that you saw this picture in the C. I. O. paper?

A. Oh, yes, I knew he belonged to the C. I. O. long before I saw the paper, if that is the idea.

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1692 AL SOMMER was thereupon called as a witness by and on behalf of the respondent, and, having been first duly sworn, was examined and testified as follows:

Direct examination by Trial Examiner MYERS:

Q. What is your name, sir?

A. Al Sommer.

Q. How do you spell your last name?

A. S-o-m-m-e-r.

1693 Q. Where do you live, Mr. Sommer?

A. 122 South Kickapoo Terrace.

Q. Peoria?

A. Peoria, Illinois.

Trial Examiner MYERS. You may be seated, sir. You may proceed, Mr. Baer.

By Mr. BAER:

Q. Mr. Sommer, where do you work?

A. Keystone Steel & Wire Company.

Q. And do you hold any official job at the Keystone Steel & Wire Company?

A. I am superintendent of the steel plant.

Q. How long have you been superintendent of the steel plant of the company?

A. Since 1935.

Q. How long have you worked for the Keystone Steel & Wire Company?

A. Since February, 1926.

Q. I will ask you if you know Ray Newbury?

A. I do.

Q. Was he an employee of the Keystone in 1942?

A. Yes, sir.

Q. What job does he have down there—strike that. What job did he have in 1942?

A. He was a foreman in the inspection department.

Q. Of the steel plant?

1694 A. Of the steel plant, yes.

Q. Do you recall having a conference with him sometime in the latter part of 1942 with reference to union matters?

A. Yes, I do.

Q. Do you recall where that conference took place?

A. It was in my office.

Q. And when, to the best of your recollection?

A. I would say about November of 1942.

Q. And was anyone else present in your office when you had this conference?

A. Yes, Eddie Reyer.

Q. Who is Eddie Reyer?

A. He is the head of the inspection department at the steel plant, and the steel plant metallurgist.

Q. Is he a supervisory officer?

A. Yes, sir.

Q. Employee, I mean?

A. Yes, and Ted James, the foreman of the rod dock was there.

Q. Ed James?

A. Ted James. His initials are "O. T. James."

Q. Was there anyone else there?

A. I do not recall anyone else being there.

Q. And did you at that time have a conversation with Ray Newbury?

1695 A. I did.

Q. Will you state to the best of your recollection what was said by you and what was said by Mr. Newbury at that time at that place?

A. I started out by telling Ray Newbury that as a supervisor or a foreman it would be illegal for him to discuss any union matters with the employees of the steel plant or in his department, regardless of what union it might be, and I told him that that was the purpose of having him come into the office, and also called his attention to various rules which the company have and which were stated in the company policy.

Q. Was that the purpose for which you called him to your office?

A. The prime purpose of calling him to the office was to call his attention to the fact that a foreman could not discuss union matters, to make sure that he understood that that was a violation of the law.

Q. If he was a foreman, hadn't he been told that before? Was he an old foreman or a new foreman?

A. Well, he had only been a foreman for four or five months.

By Trial Examiner Myers:

Q. Why did you call him in?

A. He was called in because he had—Reyer had told me that the men in the department were complaining about his discussing C. I. O. matters with them. They
1696 did not say what was discussed, but just that he was talking about unions.

Q. Reyer said that Newbury was discussing unions?

A. Yes, sir.

Q. Were the men in Newbury's department?

A. Yes, sir.

By Mr. Baer:

Q. And so you called him in in order to advise him of the company's policy in that regard, is that right?

A. Yes, sir, and also the laws, the federal laws which made that illegal for him to discuss with the men.

By Trial Examiner Myers:

Q. Did you tell him you had some complaints about his discussing union matters?

A. Yes, sir.

Q. What did he say about that?

A. I can not recall just what he said. To the best of my recollection he tried to infer that he had only discussed unions in general, and that he did not talk to them about joining any particular union.

By Mr. Baer:

Q. Didn't he tell you, Mr. Sommer, that he was discussing the Caterpillar C. I. O. and not the Keystone Union activities or not?

A. Yes, he talked about that way.

Q. And from that time on he desisted from participating in union activities at the Keystone Steel & Wire Company?

A. Yes, sir.

1697 Q. If you know, as far as you know?

A. As far as I know, yes. He did not discuss it further.

Q. Now, Mr. Sommer, you were sitting here while Mr. William Herman testified, were you not?

A. Yes, sir.

Q. Did you hear his testimony?

A. Yes, sir.

Q. And are the things that he said happened and were said in the meetings in which you were present true?

A. Yes, sir.

1706 HENRY CORDES, a witness called by and on behalf of the respondent, having been first duly sworn, was examined and testified as follows:

Direct examination by Trial Examiner MYERS:

Q. What is your name?

A. Henry Cordes.

Q. Will you spell your last name for the record, please?

A. C-o-r-d-e-s.

Q. Where do you live, Mr. Cordes?

A. 322 Caroline Street.

Q. Peoria?

A. Pekin, Illinois.

Trial Examiner MYERS. You may be seated, sir.

You may proceed, Mr. Baer.

By Mr. BAER:

Q. Mr. Cordes, where are you employed?

A. Keystone Steel & Wire Company.

Q. How long have you been employed by the Keystone Steel & Wire Company?

A. Twenty-six years.

Q. And what is the nature of your employment at the company?

A. General foreman of the drawing department.

Q. How long have you been general foreman of the drawing department?

A. About fourteen years.

1707 Q. For the past fourteen years?

A. The past fourteen years.

Q. Consecutively?

A. Yes, sir.

Q. Mr. Cordes, do you know John Elmore?

A. I do.

Q. Who is he?

A. He is the chairman of the Alliance Committee.

Q. In your department?

A. In the drawing department

Q. And he is an employee of the Keystone, is he?

A. He is.

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Q. Throughout the year 1943 did you know that he was a member of the Alliance?

A. I did.

Q. And you knew also at that time that he was a committeeman for the Alliance in your department?

Trial Examiner MYERS. What was that last? For how long did you say, Mr. Baer?

Mr. BAER. I asked him in the year 1943, throughout that year if he knew that John Elmore was a committeeman for the Alliance.

Trial Examiner MYERS. Oh, I thought you said for the last fourteen years.

Mr. BAER. No, no.

1708 Trial Examiner MYERS. I am sorry.

By Mr. BAER:

Q. Mr. Cordes, did you have a conversation with John Elmore sometime in January of 1943 wherein John Elmore made a complaint to you pertaining to union activities in his department?

A. Yes, sir.

Q. Could you fix the date?

A. Sometime during January. I am not positive of the date, 1943.

Mr. BAER. I will ask the reporter to mark this as Respondent's Exhibit No. 15, this document for purposes of identification as Respondent's Exhibit No. 15.

(Thereupon the document above referred to was marked "Respondent's Exhibit No. 15" for identification.)

By Mr. BAER:

Q. I will ask you to examine this document which has been marked for purposes of identification as Respondent's Exhibit No. 15 and I will ask you to examine it.

This Respondent's Exhibit No. 15 for purposes of identification is a memorandum dated January, 1943, addressed to Mr. John A. Moritz, is that correct?

A. That is correct.

Q. And did you write it?

A. Yes.

Q. Did you write it on or about—strike that. Did you write it on January 19, 1943?

1709 A. Yes, sir.

Mr. ROSELL. May I see that, please?

By Mr. BARR:

Q. What caused you to write this memorandum?

A. Having received a complaint from the chairman of the Alliance Committee I thought it proper that the superintendent should be notified of the request.

Q. You mean you received the complaint from John Elmore?

A. Yes.

Mr. BARR. At this point I will ask to have this exhibit marked for purposes of identification as Respondent's Exhibit No. 15 introduced and accepted in evidence.

Trial Examiner MYERS. Will you show copy to counsel?

Mr. BARR. Yes, sir. I am giving each of counsel a copy and an extra copy for the Examiner.

Mr. ROSELL. No objection.

Mr. CHAMPION. Are you waiting on me, Mr. Examiner? No objection.

Trial Examiner MYERS. There being no objection, the paper is received in evidence and I will ask the reporter to please mark it as Respondent's Exhibit No. 15.

(The document heretofore marked "Respondent's Exhibit No. 15" for identification was received in evidence.)

By Mr. BARR:

Q. Mr. Cordes, did you have a conversation with John Elmore on January 19, 1943?

1710 A. I did.

Q. Is that the date, the one you just got through referring to a while ago?

A. Yes, sir.

Q. State where this conference with Mr. Elmore took place.

A. In my office at the Keystone Steel & Wire Company.

Q. And was anyone else present?

A. There might have been others in the office. It was customary to get off to one side and talk. I do not recall if there was anyone in there or not.

Q. You and Mr. Elmore talked alone?

A. Yes, sir.

Q. Will you state what was said by Mr. Elmore and what was said by you at that time in that place?

Mr. ROSELL. I will object to the conversation.

Trial Examiner MYERS. Why?

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Mr. Rosell. Because he is testifying to a conversation that I think is well covered in what he is saying in there unless that is all going to be the double cross examination.

Trial Examiner Myers. The objection is overruled.

The Witness. Elmore came to my office and complained about men coming to him stating that they were being bothered while working and he wanted him to do something about it.

By Mr. Baer:

Q. What do you mean by being bothered?

A. I asked him what they were complaining
1711 about and he said that John Huber was out there soliciting members for the C. I. O.

Q. Did he state where?

A. On the job.

Q. Huber was soliciting?

A. While they were at work.

Q. And while Mr. Huber was supposed to be working?

A. Yes, sir.

Q. What else was said, if you recall?

A. I told Elmore that I would go out and speak to Huber about this, that it was not permissible, and if it was being done I would talk to him about it. I went out and I talked to Mr. Huber.

Q. And when did you talk to Mr. Huber?

A. Immediately after the conversation.

Q. On the same date, January 19, 1943?

A. That is right.

Q. Where did you talk to Mr. Huber?

A. He was at that time at his place where he should have been working. I called him over to the aisle and started a conversation with him.

Q. Will you state what was said in that conversation?

A. I told Mr. Huber that I had received a complaint in regard to him soliciting for memberships on the premises.

Q. During working hours?

1712 A. During working hours, which he understood, and I had instructed him was contrary to the rules. He then replied that, "You permit the I. S. W. A. to go out and solicit for membership," and I told him that I did not permit it, and to my knowledge it was not being done, and if it was being done I would immediately stop it.

He then replied, "Well, it is being done in the other departments." I told him that I did not know what they were doing there but they could not do it here because——

Q. Let me interrupt. Did Mr. Huber tell you of any specific instances of Alliance solicitation going on in your department?

A. No, sir.

Q. All right. Go on with what was said. First, did any C. I. O. man, employee, ever make a complaint to you about Alliance solicitations?

A. No, sir.

By Trial Examiner MYERS:

Q. Did any employee, whether he was a member of the C. I. O. or not make any complaint to you about it?

A. No, sir.

Q. About solicitation by the Alliance?

A. I have had a lot of conversations with men with regard to whether they could solicit on the premises and I told them that it was contrary to rules and not permissible. In fact, it was the law.

1713 By Mr. BAER:

Q. What else was said by Mr. Huber or yourself in that conversation with Mr. Huber?

By Trial Examiner MYERS:

Q. When you say "it is the law," you mean it is the rule of the company, is that what you mean?

A. It is that, and it is also a law, as I understand it, the way I learned it.

Mr. BAER. I have a question pending.

The WITNESS. I continued to talk with—pardon me, is that right?

By Mr. BAER. Yes.

A. I continued to talk with Mr. Huber and he told me then that other departments were doing it and told him, —this is a repeat, of course—that I would not permit it in this department here.

Q. Did Mr. Huber advise you that Mr. Hogue must have made the complaint to you?

A. He did.

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Q. And what did you tell him in that regard in reply?

A. I did not receive a complaint from anyone but Mr. Elmore, John Elmore.

Q. And did you tell Mr. Huber that?

A. Yes, sir.

Q. And the statement that you set forth in the memorandum to Mr. Moritz, being Respondent's Exhibit
1714 No. 15, correctly set forth, at least in part, the conversation which you had with Mr. Huber?

A. Mr. Huber wanted me to give him the names of all the complainants. I did not tell him. I told him that I did not care to go into that.

Q. And the facts that you set forth in that memorandum to Mr. Moritz were correct, is that right?

A. That is right.

Mr. Rosell. I will object—oh——

Mr. Barr. Now, did Mr. Rosell make an objection?

Trial Examiner Myers. I did not hear any.

By Mr. Barr:

Q. I will ask you if you had any conversation pertaining to any matters that you may now recall with John Elmore during the month of December, 1943.

A. Coming to work one morning——

Q. Just answer yes or no.

A. Yes.

Q. Do you know when you had such a conversation with Mr. Elmore?

A. Are you referring to where it took place?

Q. And when?

A. On the morning of December 3, 1943.

Q. How do you remember that date?

A. I have a little notebook and happened to put it in there and referred back to it. That is how I hap-
1715 pened to know that particular date.

Q. All right, sir. Where did the conversation take place.

A. On the premises of the Keystone at the job on which Elmore was working.

Q. What job was he working on?

A. He was working on bench 5, redrawing wire.

Q. And will you state what conversation you had at that time, what was said by Mr. Elmore and what was said by you?

A. I happened to notice a paper box there, one that is used for tags.

Q. Where?

A. On his job, and I noticed the words "ballot box" written on top of it, and a slot cut in it, and I asked Elmore what he was doing with that. He said that they were taking up a ballot as to whether they should work straight shifts, and I said, "John, you cannot do that during working hours." He said that he did not think there was anything wrong with it. I said, "You will have to discontinue the practice. You will have to dispose of that box."

Q. And did you require him to remove the box?

A. I did.

Q. And did you require him to remove the box immediately?

A. I walked away and went and canvassed the mill, which I usually do the first thing in the morning,
1716 and then went back up to his job and it was gone.

By Trial Examiner Myers:

Q. How long was that after you first told him to remove it?

A. I would say probably thirty minutes. It takes about thirty minutes to walk through.

By Mr. Barr:

Q. Did Mr. Elmore tell you he would promptly remove it when you told him to?

A. He said he would discontinue taking up the ballots and that there would not be any more taken.

Mr. Barr. That is all.

Trial Examiner Myers: Do you have any questions, Mr. Rosell?

Cross examination by Mr. Rosell:

Q. Mr. Cordes, who were the men that complained about Huber soliciting?

A. John Elmore.

Q. Besides Elmore?

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A. He represented the committee and I did not ask him for any more names.

Q. Did Elmore tell you who Huber had solicited?

A. No, sir.

Q. You did not know of anyone whom Huber had solicited, is that correct?

A. No, sir.

Q. All you knew then was what Elmore said?

1717 A. He being the representative of the men, that is all that I knew.

Q. Did you verify any solicitation on the part of Huber there?

A. He was—yes, he said that Huber was out canvassing.

Q. Did you talk to anyone whom Huber had canvassed?

A. No, sir.

1765 ELMER HERING was called as a witness by and on behalf of the intervener, and, having been first duly sworn, was examined and testified as follows:

Direct examination by Trial Examiner MYERS:

Q. What is your name?

A. Elmer Hering.

Q. How do you spell your last name?

1766 A. Hering.

Q. And where do you live, Mr. Hering?

A. 415 Martin Street.

Q. Peoria, Illinois?

A. Pekin.

1767 Q. And you reside at Pekin, do you, Mr. Hering?

A. Yes, sir.

Q. Are you employed at the present time?

A. Yes, sir.

Q. By whom?

A. Keystone Steel & Wire Company.

Q. How long have you worked there, Mr. Hering?

A. Oh, approximately seventeen years.

Q. And in what department are you employed at the present time?

A. Galvanizing.

Q. And you have been in that department for how long?

A. Approximately fourteen years.

Q. Are you——

Trial Examiner Myers. How long?

The Witness. Fourteen years.

By Mr. Champion:

Q. Are you a member of the Independent Steelworkers Alliance?

A. Yes, sir.

Q. And you have been for about what period of time?

A. Approximately ever since they started.

Q. That would be sometime in the spring of 1937?

A. Yes, sir.

Q. I will ask you, Mr. Hering, if since the year 1942 up to the present date you have ever been solicited
1768 on the job during your working hours by anyone concerning C. I. O. membership?

A. Yes, sir.

Q. Can you recall about what month or what year that was?

A. Well, as for dates, I really could not tell you just when it was.

Q. Well, was it during the year 1942 or 1943?

A. It must have been the year of 1944, this year.

Q. This year?

A. Yes, sir.

Q. Since January 1, 1944?

A. Yes.

Q. Now, who talked to you about a C. I. O. membership since January 1, 1944?

A. Gus Schoon.

By Trial Examiner Myers:

Q. Who?

A. Gus Schoon.

Q. Gus Schoon?

A. Yes, sir.

By Mr. Champion:

Q. And where were you at the time he talked to you?

A. On my job, on frame 5.

Q. Frame 5 in the galvanizing department?
A. Yes, sir.
Q. Do you remember what shift it was that you
1769 were working at that time?
A. No, I can not say for sure.
Q. You could not say for sure?
A. I could not say for sure.
Q. Now, what did Gus Schoon say to you, if anything, concerning a C. I. O membership, and what did you say to him?
A. Well, he came up and asked me if I was ready to sign up——
Q. Sign up with who?
A. Sign up with the C. I. O., and I said, "Well, I guess so." So he gave me a card and I signed it.
Q. You signed the C. I. O. application card there?
A. Yes, sir.
Q. Was that during your working hours?
A. Yes, sir.
Q. Do you know whether it was during Gus Schoon's working hours?
A. Well, I don't know whether he was going home at the time or whether he was just coming on, but I am pretty sure he was going home.
Q. You think he was probably leaving his shift?
A. Yes, sir.
Q. Where did he work with reference to you?
A. On frame 5. He must have been going home, because we relieved the crew that he worked on.
Q. Now, when you signed this C. I. O. applica-
1770 tion card there on frame No. 5, did you give it to Gus Schoon?
A. Yes, sir.
Q. And was there any discussion or anything said by Schoon in reference to any payments that you were to make, initiation fees or dues?
A. He says that I was not obligated in regard to paying any dues at the present time.
Q. Did he say when you would have to pay dues?
A. No, no, he did not.

By Trial Examiner Myers:

Q. Did he say that as soon as they got the plant organized?

A. When they got it organized, then there would be one.

Trial Examiner Myers. That is the usual procedure, Mr. Champion.

Mr. Champion. I understand that, Mr. Examiner.

By Mr. Champion:

Q. Now, do you recall, Mr. Hering, during the spring of 1937, whether or not—I will withdraw that question.

During the spring of 1937 you were working at the Keystone Steel & Wire Company, were you?

A. Yes, sir.

Q. Do you recall during the spring of 1937 whether or not you heard down at the plant there any information about the KEA being dissolved or disbanded?

A. I heard that it was dissolved.

1771 Q. And was that general information that was talked around among the employees there in the plant?

A. Yes, sir.

Mr. Rosell. Mr. Examiner, before I could object the answer was given. I do not——

Trial Examiner Myers. What did you want to object to?

Mr. Rosell. I wanted to object to it, because unless he knows what happened there I do not think he is in a position to testify.

Trial Examiner Myers. Do you object to the question?

Mr. Rosell. Yes, sir.

Trial Examiner Myers. The objection is sustained. Strike out the answer.

By Mr. Champion:

Q. While you were working in the spring of 1937 at the Keystone plant did any information come to you about the dissolution or the discontinuance of the KEA or that it was out of business?

A. Well, that was my understanding, that that was thrown out, that it was disbanded.

Q. Was that talked among the employees there?

A. I heard that it was being thrown—well——

By Trial Examiner MYERS:

Q. Did you finish your answer?

A. No, sir. That was my understanding, that it was thrown out.

Mr. ROSELL. I will object to the answer and ask
1772 that it be stricken.

Trial Examiner MYERS. Strike out the answer and read the question to the witness, please, Mr. Reporter.

(Record read.)

The WITNESS. Yes.

By Mr. CHAMPION:

Q. Now, subsequent to the time that you say you heard this do you know whether or not of your own knowledge there was a period of time when there was no organization representing the employees of the Keystone Steel & Wire Company?

A. That is right.

Q. To your best knowledge about what period of time was it between the time you heard that the KEA was abandoned or was through and the period that there was no representation of employees?

A. Well, I could not give no exact time, but it was quite a while.

Q. Would you say as much as several weeks?

A. Yes, sir.

Mr. CHAMPION. That is all. Cross examine.

Trial Examiner MYERS. Do you have any questions, Mr. Rosell?

Mr. ROSELL. Yes, sir.

Cross examination by Mr. ROSELL:

1773 Q. Did you work at the time you talked to Gus Schoon on the same frame he did?

A. Yes, sir. I was not working the same shift he was.

Q. When you came in to go on your shift, he was going home?

A. Yes, sir. I was working. My buddy was gone already.

Q. Your crew was going to relieve the crew he was with, is that right?

A. Yes, sir.

Trial Examiner MYERS. Did you hear the previous answer?

Mr. ROSELL. I am sorry, sir?

Trial Examiner MYERS. Did you hear the previous answer?

Mr. ROSELL. Yes, but I am trying to bring it out clearly.

Trial Examiner MYERS. Will you answer his last question? Read that last question again, please, Mr. Reporter.

(Record read.)

The WITNESS. That is right.

By Mr. ROSELL:

Q. Can you state when the KEA was dissolved?

A. No, I could not give you no date on that at all.

Q. Do you know what prompted the dissolution of the KEA?

A. No, I could not tell you that either.

Q. Do you know when the Alliance was formed?

A. As far as dates, no, I could not tell you.

Q. Do you know what year?

A. I am not sure.

Q. How did you fix the time—I will ask that that be stricken.

1774 How many weeks do you say that there was not any organization there?

A. It was several weeks.

Q. How much do you mean by several weeks? Two months, three months, a month?

A. I could not give you no exact number of weeks or months, what it was.

Q. Well, to your best estimate, two weeks, a week?

A. Well, I would not like to say if I was not sure.

Q. Well, are you sure that there was even an intervening period?

A. There was a period of time that there was no union, yes.

Q. How do you know that?

A. Well, because it was talked that the KEA was dissolved.

Q. All you know about it was the talk, is that right?

A. That is right.

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Q. Were you ever notified by the company that the KEA was dissolved?

A. No, sir.

Q. Did you ever see any notice?

A. How is that?

Q. Did you ever see any notice to that effect on the bulletin boafd by the company?

A. No, I can not say that I did.

1777 WALTER CARR, was called as a witness by and on behalf of the intervener, and, having been first duly sworn, was examined and testified as follows:

Direct examination by Trial Examiner MYERS:

Q. What is your name?

A. Walter Carr.

Q. How do you spell your last name?

A. C-a-r-r.

Q. C-a-r-r?

A. Yes.

Q. Where do you live?

A. 251 Smithville Road, Bartonville.

Trial Examiner MYERS. You may be seated sir.

You may proceed, Mr. Champion.

By Mr. CHAMPION:

Q. Mr. Carr, will you keep your voice up now, please?

1778 State your name.

A. Walter Carr.

Q. And you live at Bartonville, Illinois, Mr. Carr?

A. Yes, sir.

Q. By whom are you employed?

A. Keystone Steel & Wire Company.

Q. And in what department are you working at the present time?

A. In the galvanizing department.

Q. How long have you worked at the Keystone Steel & Wire Company?

A. Almost seventeen years.

Q. And how long have you worked in the galvanizing department?

A. About sixteen years.

Q. Now, are you a member of the Independent Steelworkers Alliance, Mr. Carr?

A. I am.

Q. I will ask you what department you were working in in the fall of 1942.

A. In the galvanizing department.

Q. Now, in the fall of 1942, I will ask you whether or not you were solicited or approached by anybody during your working hours there at the Keystone Steel & Wire Company plant in reference to joining the C. I. O.? Answer that yes or no.

1779 A. Yes.

Q. And where were you working at the time you were approached or you were talked to about joining the C. I. O.?

A. I was just coming in to work on frame 8.

Q. And is that in the galvanizing department?

A. Yes, sir.

Q. Now, who talked to you, if anyone, at that time about joining the C. I. O.?

A. Mr. Orval Taylor.

Q. Is that the gentleman sitting here at the desk, at the end of the desk?

A. It is.

Q. And I believe he is known by the nickname of "Red" Taylor?

A. He is.

Q. Now, where was Mr. Taylor—strike that.

What did Mr. Taylor say, if anything, and what did you say about joining the C. I. O.?

A. Well, he informed me that we had better sign up because they was getting us time and a half and double time for the sixth and seventh days, and it will—and you will save yourself $25 in membership fees.

Q. To get that straight,—I do not want to repeat your testimony,—you said that that—that isn't right. I do not want to repeat the testimony.

You mentioned something about a $25 fee. I 1780 wish you would——

A. They told us that there would be no membership fee until they got bargaining rights, but after they got bargaining rights there would be a $25 membership fee.

By Trial Examiner Myers:

Q. Who was there when Taylor spoke to you?

A. I can not recall now. The boys were changing shifts. There was confusion. There is always confusion more or less at the change of shift time.

Q. How many joined in the conversation?

A. The boys were all going home.

Q. Was he talking to you or somebody else, too?

A. Talking to me then.

Q. Just to you alone?

A. Yes, sir.

By Mr. Champion:

Q. Now, was that during your working hours?

A. I was just coming to work then.

Q. I want to be fair. Then you were just going——

A. I was to relieve about fifteen minutes till, and it was just about fifteen minutes till then.

Q. Do you know whether or not Mr. Taylor was working during his hours when this conversation took place?

A. As I recall it he was dressed to go home.

1781 Q. Now, I will ask you, Mr. Carr, if in the spring of 1944, say, during the months of March or April, you, during working hours at the Keystone were solicited or asked to join the C. I. O. by anyone?

A. Well, I was asked about February 3rd.

Q. Of this year, 1944?

A. Yes.

Q. And who talked to you or asked you to join the C. I. O.?

A. Gus Schoon.

Q. And were you working at that time?

A. He and I were working together.

Q. On what machine?

A. On frame 5.

Q. In the galvanizing department?

A. Yes, sir.

Q. Do you remember what shift that was?

A. Well, I was called out for a twelve hour shift at 7 o'clock, and he was working from—he was working

1782 the second shift then.

Q. Well, did you work the first shift, did your

work in the first shift, the extra hours, carry you into the second shift?

A. Yes, I worked the last half of the second shift and the third shift that night.

anything, about the C. I. O.?

Q. Now, what did he say and what did you say, if

A. Well, he asked me what I thought about the C. I. O., if I had signed up yet, if I was ready to sign up. I told him, well, I thought that we were getting along very well as it was. Well, he said he agreed that we did, but that after the war the Independent Union would be out down there and that labor had to organize and get a solid footing, or a solid front now while they could so they would be prepared for the post war depression when it comes.

Q. Now, when Gus Schoon talked to you, you testified, you said in February of 1944, did he hand you anything?

A. No.

Q. No literature or papers or anything of that sort?

A. No.

Q. Now, shortly after the incident you have testified to, Mr. Carr, that you have just testified to, being this conversation with Gus Schoon, were you solicited by anybody else during hours while you were working there to

1783 join the C. I. O.?

A. About two weeks later I was.

Q. And who talked to you about it?

A. Wallace Covington.

Q. Wallace Covington?

A. Yes.

Q. And were you working at that time?

A. I was just coming to work.

Q. Where were you in reference to your frame?

A. I just come in and was getting my gloves and pliers and getting ready to go to work on frame 8.

Q. Frame 8?

A. Yes.

Q. And do you know whether Covington was working at that time?

A. He was just finishing his shift on frame 9.

By Trial Examiner Myers:

Q. Had you punched in already?

A. Yes, sir.

Q. Had he punched out?
A. No, he had not.

By Mr. CHAMPION:

Q. Now, what did Mr. Covington say to you? Did he hand you anything, or what?
A. He laid down a card and said that I had better sign it before it was too late.
Q. Did you see the card?
1784 A. Yes.
Q. What was it?
A. It was a C. I. O. membership card.
Q. Did you say anything to him when he handed you the card and told you you had better sign it?
A. I just laughed at him.
Q. Did he say anything to you?
A. He did not say no more.
Q. Do you remember in the spring of 1937, Mr. Carr, while working there at the plant, whether you heard any discussion among the employees about the dissolution or abandonment or quitting of the KEA?
A. I did.
Q. And what did you hear, just in general?
A. Well, we heard, I believe it was the Labor Board, the Government had ordered the KEA disbanded because they claimed it was company dominated, and it was promptly disbanded then.
Q. Now, was that conversation that you heard general down there among the employees?
A. Yes, sir.
Q. Do you recall following the time that you heard that whether or not there was any organization there, as far as you know, of the employees?
A. There was a period when there was not, to my knowledge, to the best of my knowledge.
1785 Q. Do you remember when you joined the Alliance, about when it was, Mr. Carr?
A. Well, as near as I can recall it was in April, 1937, the latter part of April that I signed the application.
Mr. CHAMPION. That is all. You may cross examine.

CROSS-EXAMINATION

1786 Q. Now, when you heard talk about the KEA being dissolved, tell me if this was heard, that the

Wagner Act had been held constitutional? Is that what you heard at that time?

A. That is what I heard.

Q. Now, until about the first part of May, I take it, 1937, you did not hear that the Alliance had been formed, is that right?

A. Well, we heard they was working on it, but
1787 I did not hear of it being really formed until about the 1st of May.

Q. And did you join it?

A. I did.

Q. Where did you join?

A. In the Keystone.

Q. Who signed you up?

A. William Dukes, I believe.

Q. Who?

A. William Dukes.

Q. Bill Dukes?

A. Yes.

Q. And where did he sign you up?

A. On frame 1.

Q. Was that while you were working?

A. I believe I was just coming to work.

Q. It was what?

A. I was just coming to work.

Q. And was Bill Dukes working?

A. He was just getting ready to go home.

Q. Did you ever get any letter or see any bulletin—strike that.

Did you ever get any letter from the company saying that the KEA was dissolved?

A. I don't recall it.

Q. Did you ever see any notice on the bulletin
1788 board saying that the KEA was dissolved?

A. I don't recall it.

1790 AUGUST STEINBORN was called as a witness by and
1791 on behalf of the Intervener, and, having been first duly sworn, was examined and testified as follows:

Direct examination by Trial Examiner MYERS:

Q. What is your name?

A. August Steinborn.

BLEED THROUGH – POOR COPY

Q. How do you spell your last name?
A. S-t-e-i-n-b-o-r-n.
Q. Where do you live, Mr. Steinborn?
A. 524 Catherine Street.
Q. Peoria, Illinois?
A. Pekin.
Q. Was that Catherine Street?
A. Yes, sir.
Trial Examiner MYERS. You may be seated, sir.
You may proceed, Mr. Champion.
Mr. CHAMPION. Yes, sir.

By Mr. CHAMPION:

Q. Your name is August Steinborn?
A. Yes, sir.
Q. And you live at Pekin, Illinois?
A. Yes, sir.
Q. Where are you employed, if you are employed, at the present time, Mr. Steinborn?
A. Keystone Steel & Wire Company.
Q. And in what department?
A. Galvanizing department.
1792 Q. How long have you worked at the Keystone Steel & Wire Company?
A. Approximately twenty years.
Q. And how long have you worked in the galvanizing department?
A. I started there.
Q. And you are still in the same department you started in?
A. Yes, sir.
Q. I will ask you whether or not since the 1st of January, 1944, during the months of January or February of that year, whether you were solicited or asked to join the C. I. O.
A. Yes, sir.
Q. While you were working there at the plant during your working hours?
A. Yes, sir.
Q. And do you recall about what month that was?
A. Well, January, February, along there somewhere, and March, also.

Q. Of this year?

A. Of this year.

Q. Now, I will ask you who talked to you, if anybody, the first time that you recall this year in reference to your joining the C. I. O. during your hours there that you were working at the plant?

A. Well, Red Taylor for one.

1793 Q. Well, now, where were you working at the time that Red Taylor talked to you?

A. Frame 2.

Q. Frame 2 in the galvanizing department?

A. In the galvanizing.

Q. Was this conversation during working hours?

A. Yes, sir.

Q. Do you know whether Red Taylor was working at that time?

A. Yes, he was.

Q. Where was he working?

A. On frame 1.

Q. In the galvanizing?

A. In the galvanizing.

Q. Would that be right next to frame 2?

A. Right next to it.

Q. Mr. Steinborn, what did he say to you, if anything, at that time that you just referred to in reference to C. I. O., or joining the C. I. O.?

A. He asked me if I was ready to sign a card, ready to sign up.

Q. And what did you say?

A. I told him, well, not quite, if I am ready I will let him know, or words to that effect.

Q. Now, after that talk—strike that, please, Mr. Reporter.

1794 During that conversation that you have just related with Red Taylor did he have anything in his hand or did he hand you anything?

A. No, he did not.

Q. All right. Now, after that conversation with Red Taylor, which you say your best recollection, I believe, was January or February of this year, 1944, during your working hours, did anybody else talk to you about joining the C. I. O.?

A. Yes, Wallace Covington.

BLEED THROUGH – POOR COPY

Q. Now, do you remember about how long it was after this conversation you had with Taylor, your best judgment?

A. Oh, three or four weeks.

Q. And where were you working? Were you working at the time Wallace Covington talked to you?

A. Yes.

Q. Where?

A. On 3-A frame.

Q. 3-A frame in the galvanizing department?

A. Yes, sir.

Q. Now, was Mr. Covington working at that time?

A. Yes, sir.

Q. Do you know where he was working?

A. I believe on frame 5.

Q. Now, what did he say to you at that time, and what did you say to him in reference to your joining the C. I. O.?

1795 A. Well, he asked me if I wanted to sign up, if I am ready to sign up, and I told him no, I am not ready yet.

Q. Now, at that time did he hand you anything?

Mr. Rosell. Mr.—all right.

The Witness. Well, not at that time, but some other time he had a little yellow card with fourteen points on it, that the C. I. O. put out.

By Mr. Champion:

Q. A little yellow card, and you say it had fourteen points on the C. I. O. card?

A. Yes.

Q. I want to be fair about it and get it clear in the record, Mr. Steinborn: Was that the first time Covington talked to you or at a later time?

A. No, it was at a later time.

Q. Oh, I see. Now then, after this conversation you have just related that you had with Wallace Covington on frame—while you were working on frame 3-A, did you have another conversation with Covington?

A. Yes, sir; yes, sir.

Q. And what was that conversation about?

A. Well, about the same thing.

Q. Just state it, whatever it was.
A. Am I ready to sign up.
Q. What did you say?
A. I said when I am ready I will let you know.

1796 By Trial Examiner Myers:

Q. When was this second conversation with relation to the first one?
A. About a week or two later.

By Mr. Champion:

Q. Now, at this last conversation that you had with Covington, did he hand you anything?
A. Yes, he had a little yellow card, and they called that the fourteen points.

By Trial Examiner Myers:

Q. What do you mean, "fourteen points"?
A. Well, it had fourteen sentences what the C. I. O. was striving to achieve down there.

By Mr. Champion:

Q. Did he say anything to you when he handed you this yellow paper?
A. Well, he said, "Read this and see what you think of it."
Q. Was that all he said at that time when he handed you the paper?
A. Yes, as best as I can recollect.
Q. Now, did anybody else talk to you this year, during 1944, on the premises down there in reference to your joining the C. I. O.?
A. No.
Q. Did anybody talk to you in the locker room about joining the C. I. O., to refresh your recollection?
A. Well, Wallace Covington talked up there, too.
Q. To you?

1797 A. Yes.

Q. Where?
A. We changed clothes in the same locker room.
Q. That was this year?
A. Yes.
Q. Did he give you anything at the time he talked to you?
A. He gave me a card.

BLEED THROUGH – POOR COPY

Q. What kind of a card?

A. To sign your name or something to join the C. I. O.

Q. And is the locker room a part of the building on the premises of the Keystone Steel & Wire Company?

A. It is on the premises, yes, sir.

Q. I will ask you whether or not in the spring of 1937 August, you heard discussed among the employees anything concerning the abandonment or the quitting of the KEA?

A. Yes, I did.

Q. Was that generally talked around among the employees?

A. Yes, it was.

Q. And did you at that time hear the KEA was dissolved?

A. Yes, sir.

Q. Now, after you heard that, August, I will ask you whether or not to your knowledge, was there any organization there representing the Keystone employees as bargaining agency for some time after you heard that the KEA was dissolved?

1798 A. If I remember rightly there wasn't anything down there.

Q. Was that for a while after you heard that the KEA was finished?

A. For a while after, yes.

Q. You are a member of the Alliance, are you, August?

A. Yes, sir.

Q. Do you know when you joined it?

A. I think it was May, 1937.

Mr. CHAMPION. That is all. You may cross examine.

Cross examination by Mr. ROSELL:

Q. Did you ever talk to anyone about Alliance matters while you were working?

A. Yes, sometimes.

Q. Did you talk about baseball?

A. Oh, sure.

Q. About your work?

A. Yes, sir.

Q. Now, when Covington gave you that card in the locker room—may that be stricken, please?

The card given to you by Covington in the locker room, was that an application card?

A. It was an application card.

Q. Did you sign it?
A. No, sir, I did not.
Q. What did you do with it?
1799 A. It is still up in my locker.

By Trial Examiner MYERS:

Q. Was that a C. I. O. application card?
A. Yes, sir.

By Mr. ROSELL:

Q. That was not the same card he had shown you before, was it?
A. No, sir.
Q. Was that the first time he gave you one of those?
A. Yes, sir.

1800 By Mr. MCGRATH:

Q. Ever since June, 1942, there has been considerable activity by various members of the C. I. O. in the Keystone plant to organize the men; isn't that true?
1801 A. That is right.
Q. And that work has been carried on generally throughout the plant?
A. Yes, sir.
Q. And quite a few of the men have joined, haven't they?
A. That is right.
Q. You knew that by seeing their buttons?
A. Yes, sir.
Q. Men wear their buttons around there freely during all of that time, do they?
A. Yes, sir.
Q. And men that have been,—some of the men that have been particularly active have been Mr. Taylor, who is reputed to be the president of the C. I. O., Mr. Schoon and Mr. Covington?
A. Yes, sir.
Mr. ROSELL. Mr. Examiner——

By Mr. MCGRATH:

Q. They have been busy during most of the time, is that right?
A. Yes, sir.
Mr. ROSELL. Mr. Examiner, I object to the question as being leading.

BLEED THROUGH – POOR COPY

Mr. McGrath. I am cross examining the witness.

Trial Examiner Myers. Do not lead him, Mr. McGrath.

By Mr. McGrath:

1802 Q. Mr. Steinborn, have these three men that I have mentioned, Taylor, Schoon and Covington, been active throughout the last two years securing memberships for the C. I. O.?

A. To the best of my knowledge, yes.

Q. And on the premises of the plant?

A. Yes, sir.

Mr. Rosell. I object, Mr. Examiner.

Trial Examiner Myers. I will sustain the objection.

By Mr. McGrath:

Q. And have those activities—well, where were they active? Where did they do this solicitation you refer to?

A. In the plant.

Mr. Rosell. Mr. Examiner, I object.

Trial Examiner Myers. Didn't he talk about solicitation? Hasn't he been talking about it on the stand?

Mr. Rosell. Not on the questions that have been propounded there.

Trial Examiner Myers. He has not confined it to his own questions. The objection is overruled.

Read the question to the witness, please, Mr. Reporter.

(Record read.)

By Mr. McGrath:

Q. I will ask you to state whether or not that was during working hours.

A. Yes, sir.

1803 Q. And I will ask you to state whether or not during all the past two years there has been any literature recommending or advertising the C. I. O. distributed throughout the plant of the Keystone Steel & Wire Company.

Mr. Rosell. I will object to that, Mr. Examiner.

Trial Examiner Myers. The objection is overruled.

The Witness. Yes, sir.

By Mr. McGrath:

Q. There has been C. I. O. newspapers down through there?

A. Yes, sir.

Q. Has there been—how many—I will withdraw that question.

Has that been a frequent occurrence?

A. Well, it was often they distributed papers.

Q. Distributed papers?

A. Yes, on the gate, you know, where you come in.

Q. And they are carried by the men into the plant?

A. Yes.

Q. And circulated around the plant?

A. That is right.

Q. Mr. Taylor, Mr. Schoon and Mr. Covington still are working for the Keystone Steel & Wire Company?

A. As far as I know, yes.

Q. They have not been discharged on account of their activity, have they?

A. No, sir.

1805 RAYMOND ASKEW was called as a witness by and on behalf of the intervener, and, having been first duly sworn, was examined and testified as follows:

1806 Direct examination by Trial Examiner MYERS:

Q. What is your name?

A. Raymond Askew.

Q. How do you spell your last name?

A. A-s-k-e-w.

Q. A-s-k-e-w?

A. Yes, sir.

Q. And what is your address, Mr. Askew?

A. 232 Faraday Street, Peoria.

Trial Examiner MYERS. You may be seated, sir.

You may proceed, Mr. Champion.

By Mr. CHAMPION:

Q. Mr. Askew, again I am going to ask each one of the witnesses to keep their voices up so we can all hear each other.

Your name is Raymond Askew and you live in Peoria?

A. I live in Peoria.

Q. Where are you employed?

A. At the Keystone Steel & Wire Company.

Q. And how long have you been employed at Keystone?

A. Twenty years this December.

BLEED THROUGH – POOR COPY

Q. And in what department are you now employed?
A. In the galvanizing department.
Q. How long have you worked in the galvanizing department.
A. The same. I started there.
Q. You started there and you have been in the
1807 same department all the time?
A. Yes, sir.
Q. You were working in the galvanizing department in January and February of this year, 1944?
A. Yes, sir.
Q. I will ask you whether or not you were solicited or approached by anyone during working hours during those months in connection with your joining the C. I. O.?
A. I was.
Mr. ROSELL. Mr. Examiner, I was going to object. It certainly is a number of questions encompassed in one.
Trial Examiner MYERS. I will sustain the objection. Strike out the answer.
Mr. BAER. I object, too. He did not say where.
Mr. CHAMPION. Well, I will start all over again.
Trial Examiner MYERS. I can not strike it out more than once.
Mr. CHAMPION. I guess it is obliterated.
By Mr. CHAMPION:
Q. Where were you working in January and February of 1944?
A. I was working on frame 2 in the galvanizing department.
Q. Now, during that period did anyone talk to you during your working hours about joining the C. I. O.?
A. Yes.
Q. Who?
1808 A. Orval Taylor.
Q. And that is the gentleman we know as "Red" Taylor?
A. Yes.
Q. Is he and was he at that time president of the C. I. O. local, do you know?
A. Well, I do not know.

By Trial Examiner Myers:

Q. When did this take place?

A. On the job.

Q. When?

A. In—I could not give you the exact date, but it was in January or February.

Q. Of this year?

A. Of this year.

Q. Where were you?

A. I was on the job.

Q. Where was he?

A. He was on his job. We was connected there.

Q. You mean, his machine——

A. Well, his set of reels was on this frame and mine was on this [indicating].

Q. Both frames are right together?

A. Pretty close together.

By Mr. Champion:

Q. Now, at the time you have mentioned what did Red Taylor say to you and what did you say to him, if anything, concerning the C. I. O.?

1809 A. He tried to sell me on the iden of the C. I. O.

Q. I would rather you would just tell what was said.

A. He just told me how much better off we would be, and he said that our conditions could be improved. I tried to get him to show me where they could be improved and he could not do it.

Q. Did he ask you to join the C. I. O.?

A. Yes.

Q. Now, go ahead and tell us, as best you can, what he said and what you said at that time.

A. Well, we did not have so much. I was not interested in it.

Q. As best you can recall what did he say and what did you say?

A. Well, he tried to tell me where the conditions would be improved and so on.

Q. Did he ask you whether you were going to join the C. I. O.?

A. Yes.

BLEED THROUGH – POOR COPY

Q. What did you tell him?

A. In a kidding way I told him after so and so had joined that I would.

By Trial Examiner MYERS:

Q. After who had joined?

By Mr. CHAMPION:

Q. Tell what you said.

A. I said, "Right after Bruce Hogue joins up," I said, "I will sign up."

1810 By Trial Examiner MYERS:

Q. What did he say to that?

A. Well, he just laughed.

By Mr. CHAMPION:

Q. Didn't he say anything in reply to that?

A. Well, he said, "You will be sorry."

Q. Well, to refresh your recollection, didn't he say that you were the kind he would like to get ahold of?

A. Oh, yes. He said, "Well, I want to save you for my meat."

By Trial Examiner MYERS:

Q. Save you for what?

A. He wanted to save me for his meat. He wanted to be the one that signed me up.

Trial Examiner MYERS. Very well.

By Mr. CHAMPION:

Q. Now, was that during your working hours?

A. During my working hours.

Q. And during Red Taylor's working hours?

A. That is right.

Q. What frame were you working on?

A. Frame 2.

Q. What frame was Red Taylor working on?

A. One, at the time.

Q. And were those close together?

A. Yes.

Q. Now, the conversation you have related, you
1811 have referred to as occurring to your best knowledge sometime in January or February of this year, 1944?

A. That is right.

1812 Q. Mr. Askew, I will ask you whether or not in the spring of 1937 you heard discussed among the employees in the plant anything about the dissolution or the abandonment of the KEA?

A. I did.

Q. What did you hear?

A. Well, I heard we did not have any more union.

Q. Yes, that it was abandoned?

A. That it was abandoned.

Q. Do you remember whether or not after you heard that whether there was any period there of time that to your knowledge there was not any organization

1813 among the employees representing the employees?

A. They was not any to my knowledge.

Q. Are you a member of the Independent Steelworkers Alliance?

A. Yes.

Q. And do you remember about when you joined?

A. Well, it was in the spring, around May.

Q. Of nineteen——

A. Thirty-seven. That is the best I can remember.

Mr. CHAMPION. That is all. You may cross examine.

Cross examination by Mr. ROSELL:

Q. Who was present at the time Red Taylor talked to you about joining the C. I. O.?

A. Him and I.

Q. Anybody else?

A. No. Oh, there might have been some of the boys standing around, but I do not recall them. My buddy might have been there. I don't know. I believe I will say there was no one.

Q. Did you ever talk to any Alliance members about the Alliance affairs?

A. Have I?

Q. During working hours?

A. Yes.

Q. Did you attend any meeting at which the KEA was dissolved?

A. No.

Q. Did you get any notice from the company that it was dissolved?

A. No.

1815 Q. Did you hear why they broke up the Alliance I mean, the K.E.A.?

A. Well, they said the law. That is about all I know about that.

Q. Did you hear the Supreme Court had held the Act constitutional, the Wagner Act constitutional, and that they broke up the K.E.A.?

A. It might have been something like that, but I would rather not discuss that.

1816 Q. What is that?

A. I said I would rather not, for I don't know anything about that, to tell the truth about it. I was not much interested in it.

Q. Well, was that what you heard?

A. I would not say yes or no on that.

Q. Did you receive any word from the company that the K.E.A. was dissolved?

A. No.

Q. Did you see any bulletin to that effect?

A. No.

Q. Do you know how the K.E.A. was dissolved, if it was?

A. No.

Q. All you know about it was the rumors you heard, is that right?

A. That is right.

1825 Roy Hayes was called as a witness by and on
1826 behalf of the Intervener, having been first duly sworn, was examined and testified as follows:

Direct examination by Trial Examiner Myers:

Q. What is your name?

A. Roy Hayes.

Q. Will you spell your last name, please?

A. H-a-y-e-s.

Q. And where do you live, Mr. Hayes?

A. 206 Taft, Bartonville.

Trial Examiner Myers. You may be seated, sir. You may proceed, Mr. Champion.

By Mr. Champion:

Q. Your name is Roy Hayes, and you live at Bartonville?

A. Yes, sir.

Q. Where are you employed?

A. In the galvanizing department at Keystone Steel & Wire Company.

Q. Did you just come in the room, Mr. Hayes?

A. Yes, sir.

Q. I wish you would keep your voice up, please, so we can hear you, as it is awful hard to hear here.

Did I understand you to say that you work in the galvanizing department?

A. That is right.

Q. How long have you worked at Keystone Steel & Wire Company?

1827 A. I started there in 1921.

Q. That would be about twenty-three years, would it not?

A. That is right.

Q. How long have you worked in the galvanizing department?

A. The whole time.

Q. I will ask you whether or not, within the past five or six weeks previous to this date, you were solicited or asked to join the C. I. O. during the working hours in the galvanizing department at the Keystone?

A. I was.

Mr. Rosell. I certainly think that is leading.

Trial Examiner Myers. What was the question? Will you read it please, Mr. Reporter?

(Record read.)

Trial Examiner Myers. I will sustain the objection. Strike out the answer.

Mr. Champion. All right.

By Mr. Champion:

Q. Have you been working in the galvanizing department at the Keystone Steel & Wire Company for the past five or six weeks?

A. Yes, sir.

Q. During that period has anybody talked to you about the C. I. O. during your working hours?

A. Yes, sir.

BLEED THROUGH – POOR COPY

Q. Who was that?

1828 A. Red Taylor, for one.

Q. All right. About how long ago was that, to your best knowledge?

A. It has been about six weeks ago.

Q. And was that during your working hours?

A. Yes, sir.

Q. Where were you working?

A. Frame 2.

Q. And do you know whether it was during Red Taylor's working hours?

A. It sure was.

Q. And where was he working?

A. Frame 1.

Q. Are Frame 1 and Frame 2 close together?

A. They are side by side.

Q. Now, what did he say to you at this time, and what did you say to him, if anything, with reference to your joining the C. I. O.?

A. He asked me if I wasn't ready to sign up, and I said, "No, not yet."

1831 Q. Do you remember in the spring of 1937, whether you heard anything discussed among the employees there in the plant, during working hours, about the K. E. A. being dissolved or quitting?

A. Yes, sir.

By Trial Examiner Myers:

Q. What did you hear?

A. I heard that the K. E. A. had dissolved and we did not have no organization at all.

Q. Where did you hear that?

1832 A. Sir?

Q. Where did you hear that?

A. I heard it from our committee man.

Q. Who?

A. From the committee man that was there in the K. E. A. The committee, they came——

Q. Who was present when the committee told you that?

A. Bruce Hogue.

Q. Anybody else?

A. Sir?

Q. Did Bruce Hogue tell you?

A. No, the committee of the department.

Q. Were you on the committee?

A. No, I was not.

Q. I want to find out who was there when Bruce Hogue made the statement to you.

A. We were notified; we were all notified.

Q. You mean at this time that Hogue told you?

A. In 1937.

Q. Will you listen to my question. You were there and Bruce Hogue was there, is that right?

A. No, Bruce Hogue was not there.

Q. I am trying to find out——

A. The committee was the ones that notified the men in the department that the KEA had disorganized.

1833 There was no union there at all.

Q. Who was the one who spoke, do you remember?

A. I don't remember just who was on the committee at that time.

Q. This was the galvanizing department?

A. Yes, sir.

Q. And one of the committeemen told you that the KEA was dissolved, is that what you mena?

A. That the KEA was dissolved and we had no organization at all, so we organized.

Q. The committeeman said this?

A. Yes.

Q. You heard this?

A. Yes.

Q. Who else was there besides you two?

A. Well, I don't just remember.

1834 Cross examination by Mr. Rosell:

Q. Where was the committeeman when he told the whole department that the KEA had dissolved?

A. I don't remember just who was the committeeman then,—

Mr. Rosell. Pardon me. Are you finished with your answer?

The Witness. If I am not mistaken Sidwell was on at that time, wasn't he?

By Mr. Rosell:

Q. I don't know. I am asking you.

A. I don't just remember either.

BLEED THROUGH – POOR COPY

Q. And did you join the Alliance?
A. I sure did.
Q. About when?
A. May 3, 1937.
Q. May 3rd of what year?
A. 1937.
1836 Q. And when did the Alliance start?
A. It started sometime in the latter part of April.
Q. Do you know where the KEA dissolved, where the meeting was, if there was a meeting of dissolution?
A. Yes, sir.
Q. Where?
A. Heitzman's hall in Bartonville.
Q. That is when the KEA dissolved?
A. Yes.
Q. Were you at that meeting?
A. No, it was not either. It was in the—it was dissolved in Mr. Sommer's office at Keystone.
Q. How do you know?
A. He called the committee in and told them.
Q. Were you there?
A. No.
Q. What committee did he call in?
A. All the committee.
Q. What?
A. He called in the president and all of them.
Q. How do you know?
A. We were notified.
Q. How?
1837 A. By our committee.
Q. And what did the committee tell you?
A. That we had no union.
Q. Did your committeeman tell you why?
A. He said the KEA was dissolved.
Q. Did he say why the KEA was dissolved?
A. On account of the Wagner Labor Act law.
Q. Did he say that the Wagner Act had been held constitutional?
A. He did not say.
Q. What is that?
A. He did not say.

Q. What did he say?
A. I told you what he said.
Q. Well, tell me again what he said about the Wagner Act.
Mr. CHAMPION. I object to it as having been already answered, having already been asked and answered.
Trial Examiner MYERS. The objection is overruled.
The WITNESS. Well, that the KEA could not be recognized under the Wagner Act.

By Mr. ROSELL:

Q. Did he tell you why it could not be recognized under the Wagner Act?
A. No.
Q. Did he say anything had happened at that time?
A. No.
1838 Q. That was different from before?
A. No.
Mr. BAER. Mr. Examiner, the witness is not answering so that the reporter can hear.
Trial Examiner MYERS. Will you talk a little louder please, Mr. Witness?

By Mr. ROSELL:

Q. Did you get any notice from the company that the KEA was dissolved?
A. Only through our committee.

1855 JAMES MCCABE was called as a witness by and on behalf of the intervener, and, having been first
1856 duly sworn, was examined and testified as follows:

Direct examination by Trial Examiner MYERS:

Q. What is your name?
A. James McCabe.
Q. How do you spell your last name?
A. M-c-C-a-b-e.
Q. The second one is a capital "C"?
A. The second one is, yes, sir.
Q. Where do you live, Mr. McCabe?
A. Broadmoor Heights, Bartonville, Illinois.
Trial Examiner MYERS. You may be seated, sir.
You may proceed, Mr. Champion.
Mr. CHAMPION. Yes, sir. Just a minute, please.

BLEED THROUGH – POOR COPY

By Mr. CHAMPION:

Q. Your name is James McCabe, and you live Rural Route 3, Peoria, Illinois?

A. Yes, sir.

Q. Where are you employed?

A. Keystone Steel & Wire Company.

Q. And how long have you been employed there?

A. Since September 5, 1935.

Q. And in what department are you now working, Mr. McCabe?

A. In the galvanizing department.

Q. How long have you worked in the galvanizing department?

A. Since September 5, 1935.

Q. I will ask you whether or not there has been
1857 any—you have had any conversation, or rather, whether anybody has talked to you about the C. I. O. during the time that you have worked there?

A. Yes, sir.

Q. Who was that?

A. Orval Taylor.

Q. When did that happen?

A. I believe it was in the month of February, 1944.

Q. And where were you working at the time?

A. I was the wiper on Frame 1 in the galvanizing department.

Q. And did this conversation take place while you were working, during your working hours?

A. Yes, sir, about 2 o'clock in the morning, I believe.

Q. And do you know whether or not it was during the working hours of Red Taylor?

A. Yes, he was the reeler on that frame.

Q. Were the two of you working on the same frame?

A. Yes, sir.

Q. Now, what did he say to you there, Mr. McCabe, if anything, and what did you say about the C. I. O.?

A. Well, I had picked up a magazine——

Q. Yes.

A. (Continuing) And I was reading a story in it, and Mr. Taylor handed me a sort of a newspaper, which I believe was named the "C. I. O. News."

1858 Q. Yes.

A. He said, "Here, Mack, why don't you read something that will do you some good?"

As I laid aside my magazine and took the paper he handed me, I said, "What is this, Red, some more C. I. O. propaganda?"

He said—well, and he laughed, "I guess you could call it that," and he showed me an article in this paper that he especially wanted me to read. I read the article and it was concerned with the rise in the cost of living and I handed the paper back to him and I said, "Well, Red, why is the C. I. O. making such a hullabaloo about the cost of living rising 30 some per cent," and he corrected me and said that it was 40 some per cent.

I said, "Anyhow, why is the C. I. O. concerned so with the rise in the cost of living being that percentage when the cost of belonging to the C. I. O. has gone up 50 per cent since you fellows were hot around here once before?" He said, "Wait a minute, Mack, what do you mean by that?"

I said, "Well, about a year or so ago I saw a C. I. O. booklet with the constitution and bylaws in it of the organization, and at that time the home office got the first 50 cents of each members dues each month." I says, "Your latest booklet of by-laws shows that the home office now gets 75 cents of each members dues each
1859 month, and if that isn't a rise of 50 per cent in C. I. O. cost I will put in with you then."

Q. Go ahead. Was there anything else you wanted to say?

A. I says, "If you fellows have seven million members, as you claim, at 50 cents a member per month, that left your big shots operate on three and a half million dollars every month," and I said, "That is a lot of money, Red, and I can't see why you fellows found it necessary to raise it another million and three quarters a month."

He said, "Well, the reason for that, Mack, is that this organizing costs money, and it costs more money now than it used to."

I believe at that time he mentioned something about the Political Action Committee. The argument, which was friendly all the time, continued for a little bit and Red mentioned something about working conditions, and at that time Red had just made a pot of coffee, and I said, "Well, Red, at Caterpillar, where the C. I. O. is, the workmen could not make coffee while on the job or read

BLEED THROUGH – POOR COPY

magazines like I have been doing, and we have the Alliance here at Keystone."

Red said, "Yes, but after the war things will be different."

I believe I picked up my magazine and said to Red, "Well, Red, I know this is fiction anyhow," and I
1860 continued reading my story.

1872 EDWARD VON TOBEL was called as a witness by and on behalf of the intervener, and, having been first duly sworn, was examined and testified as follows:

1873 Direct examination by Trial Examiner MYERS:

Q. What is your name?

A. Edward VonTobel.

Q. Will you spell your last name?

A. V-o-n-T-o-b-e-l.

Q. Where do you live, Mr. VonTobel?

A. 408 Russell Street, Peoria.

Trial Examiner MYERS. You may be seated, sir.

You may proceed, Mr. Champion.

Mr. CHAMPION: Yes, sir.

By Mr. CHAMPION:

Q. Your name is Edward VonTobel and you live in Peoria?

A. Yes, sir.

Q. Mr. VonTobel, where are you employed?

A. At the Keystone Steel & Wire Company.

Q. And you have been there for how long continuously?

A. About twenty years.

Q. What department do you work in, sir?

A. Galvanizing.

Q. And how long have you worked in the galvanizing department?

A. Well, since 1922, but I was away from there about a year and a half.

Q. Away from that department or away from the plant?

A. Away from the plant entirely.

1874 Q. Mr. VonTobel, I will ask you whether or not you have been solicited or talked to concerning C. I. O. membership during your working hours at the plant.

A. Yes.

1880 CROSS-EXAMINATION

Q. Have you ever been an Alliance comitteeman?

A. Yes, sir.

Q. Are you one now?

A. No, sir.

Q. When have you been one?

A. I think in 1940.

Q. You were a department committeeman?

A. Yes, sir.

1881 Q. When you heard talk about the KEA dissolving, did you know that it actually dissolved of your own knowledge?

A. No, I did not know, only I heard that they were dissolved. I did hear that the management had sent word that they would not recognize them any more.

Q. Do you know how?

A. I don't know how, no.

Q. Did the management send you any word?

A. No, no, not me. It just must have been to the committee or the president or somebody. I don't know who that was. That was just hearsay in the shop.

Q. All you know about it then is this hearsay you speak of?

A. That is right.

1892 FRANK HUTT was called as a witness by and on behalf of the Independent Steelworkers Alliance, and, having been first duly sworn, was examined and testified as follows:

Direct examination by Trial Examiner MYERS:

Q. What is your name?

A. Frank Hutt.

Q. Will you please spell your last name for the record?

A. H-u-t-t.

Q. Where do you live, Mr. Hutt?

A. 308 Wiswall.

Q. Is that in Peoria?

A. Yes, sir.

Trial Examiner MYERS. You may be seated, sir. You may proceed, Mr. Champion.

BLEED THROUGH – POOR COPY

By Mr. CHAMPION:

1893 Q. Will you please keep your voice up? It is awfully hard to hear in here, Mr. Hutt.

Your name is Frank Hutt and you live in Peoria?

A. Yes, sir.

Q. And where are you employed?

A. Keystone Steel & Wire Company.

Q. How long have you been employed there, Mr. Hutt?

A. Eleven years this month.

Q. And what department are you working in?

A. The galvanizing department.

Q. And how long have you been in the galvanizing department?

A. Approximately the same time, within a few months.

Q. Now, I will ask you whether or not you ever had any conversation with anyone about your membership in the C. I. O.? Answer that "yes" or "no."

A. Well, yes.

Q. And when did that conversation take place or when did that incident take place?

A. Well, as far as I can remember it was in January or February of 1943.

Q. Where did the conversation take place, Mr. Hutt?

A. Between Frame 7 and Frame 8 in the galvanizing department.

Q. Who was it, if anybody, that talked to you about that there?

A. Orval Taylor.

Q. Is that the Mr. Taylor that sits here at the

1894 end of the desk [indicating]?

A. Yes, sir.

Q. What did he say and what did you say, if anything, in that conversation?

A. Well, it started out with a discussion of unionism and Orville approached me on the matter of joining the C. I. O., and at that time he told me if I did not join up that it would be pretty tough for me when the C. I. O. did get in.

Q. Now let me interrupt just one minute, please.

Where did that conversation occur?

A. In the galvanizing department.

Q. In reference to what frame?
A. Frames 7 and 8, between them.
Q. Was it during your working hours?
A. Yes.
Q. Do you know whether it was during Mr. Taylor's working hours?
A. Yes, he was working at the time.
Q. Do you know where he was working?
A. On frame 7.
Q. The same frame you were on?
A. No, on a different frame.
Q. Your frame number is what?
A. Frame 8.

Q. I see. Now, I will ask you after that incident
1895 which you have mentioned in January or February of 1943, whether anyone talked to you down there about the C. I. O. or about joining the C. I. O.
A. Yes, I was approached later.
Q. About when was that, Mr. Hutt?
A. Well, I would say sometime in April of this year.
Q. Of 1944?
A. Yes, sir.
Q. And who talked to you at that time?
A. Orval Taylor.
Q. The same Mr. Taylor talked to you the year before?
A. The same man, yes, sir.
Q. And what did he say and what did you say, if anything?
A. Well, I came in to work, and on my way to the locker room I usually stopped by the frame, and at that time I was working on the same unit with Orval, and I was relieving Orval. He was on the night shift and I was relieving him, and on my way to the locker room I usually stopped at the frame and in that way we got a little information about the work, and Orval approached me at that time about joining the C. I. O.?
Q. Well, what did he say, as best you can recall, and what did you say?
A. Well, as I recall he had several cards in his hand.
Q. What kind of cards?

A. Well, C. I. O. cards, and he asked or told me
1896 that I had better sign up before it was too late.
Q. And what did you say?

BLEED THROUGH – POOR COPY

A. I turned around and walked away and said, "No, thanks, I don't want it."

Mr. CHAMPION. I think that is all. You may cross examine.

Trial Examiner MYERS. Mr. Rosell, do you have any questions?

Mr. ROSELL. Yes, Mr. Examiner.

Cross examination by Mr. ROSELL:

Q. Where did you talk to Taylor the second time? In the locker room, was it?

A. No, sir, on the frame, frame 1.

Q. Were you working then?

A. I was walking on my way to the locker room.

By Trial Examiner MYERS:

Q. Before you started to work?

A. Before I started to work.

By Mr. ROSELL:

Q. What was he doing?

A. He was on the job at that time.

Q. Doing what?

A. Working.

Q. What was he doing?

A. Sitting down.

Q. Sitting down?

A. Yes, sir.

1897 Q. And what was he doing while he was sitting down?

A. Well, he usually has a magazine in his hand.

Q. And was he reading the magazine?

A. Well, sometimes when I relieve him every day.

Q. And you walked up to him while he was reading the magazine?

A. Yes, sir.

Q. What did you say?

A. Well, I started asking him what sort of wire he had on the frame.

Q. Did he tell you?

A. And what the order numbers were.

Q. Did he tell you that?

A. Yes, sir.

Q. Then did you walk away?
A. No, sir.
Q. What did you do?
A. I was standing there and then he brought out the cards and had them in his hand and told me that I had better sign up before it was too late.
Q. Did he give you any?
A. No, sir.
Q. Did you take any at all?
A. No, sir.
Q. What did you do then?
1898 A. I walked away and told him that I did not care for any.
Q. And where did you go?
A. To the locker room to change clothes.
Q. Who was there at that time besides yourself?
A. No one that I recall.
Q. Was anything else said between you and Taylor at that time?
A. No, sir.
Q. Did you ever talk to anybody about Alliance business while working?
A. Well, not about Alliance business. I haven't any connection with the officers or any of that end of it.
Q. You belong to the Alliance, don't you?
A. Yes, sir.
Q. Well, did you ever talk about union matters while you were working?
A. Yes, with other men.
Q. Once or more than once?
A. Possibly several times.
Q. Did you talk to others besides Taylor?
A. Yes, about the C. I. O.
Q. Did you ever talk about the Alliance?
A. Just a few times.
Q. Once?
A. No, I would say two, possibly three times.
1890 Q. Two or three times since when?
A. Well, within the last couple of years.
Q. Did you talk about it before the last couple of years?

BLEED THROUGH – POOR COPY

A. Not that I recall. I do not hold any office in the union.

1900 Q. Will you explain just how those frames are operated and how occasionally men sit down while they are on the job?

A. Yes, we have intervals—I have known of two or possibly three hours that wire is running smoothly

1901 and we have no trouble with it, and we have leisure time and we usually are requested to keep the floor around the frame and in the plant in good condition during those times, and if the frame is in good condition it is then common practice to sit down and rest.

Q. In other words, the men on the frame have the job of seeing that the wire is going through satisfactorily?

A. Yes, sir.

Q. And to keep the frame and floor in good shape, and then if that is done the men are then permitted to sit down?

A. That is right.

Q. And they are allowed to sit down on the job?

A. Yes, sir.

Q. That is their job, working that machine, is it not?

A. That and to maintain their unit in good order.

Q. So today when you said you went past that frame and Red Taylor was sitting down he was on the job, was he not?

A. Yes, sir.

Q. And he was watching his frame at the time?

A. Yes, sir.

Q. And when he was sitting down there it was not contrary to the company rules to sit down while he was on that job if everything was going along all right?

A. No, sir.

Q. Now, you said that Mr. Taylor had the C. I. O.

1902 application cards with him, is that correct?

A. Yes, sir.

Q. Why didn't you take one?

Mr. Roskll. I will object to that.

Mr. Bass. Well, he brought it out. It has been brought out in the evidence that Mr. Taylor offered him a card.

Trial Examiner Myers. The objection is overruled.

Mr. Bass. That Mr. Taylor offered Mr. Hutt a C. I. O. card.

Trial Examiner MYERS. I said that the objection was overruled.

Mr. BARR: Oh!

The WITNESS. I did not care to join the organization.

By Mr. BARR:

Q. You knew, did you not, that ever since June, 1942, there has been an active C. I. O. campaign at the Keystone Steel & Wire Company?

A. Yes, sir.

Q. And it was particularly active in the galvanizing department, isn't that right?

A. It seems to be that it was where the headquarters were.

Q. And that is where the president Red Taylor, works, isn't that correct?

A. Yes, sir.

Q. And you mentioned that other C. I. O.—strike that. You mentioned that you had some other conver-

1903 sations about the C. I. O. with other people?

A. Yes, sir.

Q. Will you state what they were and who they were with and where they took place?

A. Well, I don't recall now who they were with or at what time.

Q. Well, were you solicited by others at various times?

A. No, I was not solicited, no, but I talked with several others. We had conversations about the C. I. O.

Q. Well, isn't it true that the C. I. O. and Alliance has been freely discussed there ever since June of 1942?

A. Yes, sir.

1910 BRUCE F. HOGUE was called as a witness by and on behalf of the Independent Steelworkers Alliance, and, having been first duly sworn, was examined and testified as follows:

Direct examination by Trial Examiner MYERS:

Q. What is your name, sir?

A. Bruce F. Hogue.

Q. And where do you live, Mr. Hogue?

A. Route 3, Peoria, Illinois.

Trial Examiner MYERS. You may be seated, Mr. Hogue. You may proceed, Mr. Champion.

BLEED THROUGH – POOR COPY

By Mr. CHAMPION:

Q. Your name is Bruce F. Hogue and you live at route 3, Peoria, Illinois?

A. That is right.

Q. Are you employed at the present time?

A. Yes, sir, at the Keystone Steel & Wire Company.

Q. How long have you been employed there?

A. About twenty years.

1911 Q. And what is the—what type of work do you do there, Mr. Hogue?

A. Oh, I do——

Q. I mean, what is your job?

A. Repair work, that is, electrical work, maintenance man.

Q. Does your particular work have a title?

A. Well, it is maintenance, see, maintenance work, repair work.

By Trial Examiner MYERS:

Q. Electrical repairs?

A. That is right, yes.

By Mr. CHAMPION:

Q. You are an electrical maintenance man?

A. Yes, sir.

Q. How long have you done that type of work at the Keystone Steel & Wire Company?

A. All the time, twenty years.

Q. And just describe, if you will, briefly, what the nature of your duties is.

A. Well, I do repair work on electrical apparatus, wherever it may be, in all departments, in the main office, everywhere, high, low, wherever it may be, and whatever it might be, if it is run electrically, then it is my job to take and perform whatever repairs or services is necessary.

By Trial Examiner MYERS:

Q. Is your job confined to the wire mill?

A. Oh, no, not necessarily so. We do some work
1912 over at the Laidlaw Wire Plant from time to time over there if they have a breakdown.

Q. I mean, do you go in the steel mill?

A. No, sir; no, sir, we do not.

Q. Do they have a separate maintenance department for the steel mill?

A. That is right.

By Mr. CHAMPION:

Q. What is your rate of pay there?

A. I think it is $1.19½, I think it is, just the same as the other maintenance men, $1.19½ cents an hour.

Q. And how many more men are there in connection with electrical maintenance work in the wire mill, besides yourself?

A. There are three of us and one relief man.

Q. And do you know if you draw the same rate of pay as the other three men?

A. We all get the same rate, that is right—as far as I know, we all get the same rate.

Q. In connection with your duties are you called upon to go to various parts and departments in the wire mill?

A. Every shift, all departments that is in the mill that is running.

Q. If the mill is running?

A. On that inspection tour each shift.

Q. Why are you required to go to each depart-
1913 ment each shift in the wire mill?

A. Well, we have several duties. One is to see that the lights are burning, and if there are any out we are supposed to take out and put in new ones, and another one is in all departments that the furnaces that are operated by pyrometers or heat control instruments it is our duty each shift to go to each one of those, open them up and see that they have plenty of paper in them, see that they have ink in them, and after we have done that we put our initial on the sheet so that they can tell the approximate time of the inspection, so if anything happens in the next few hours or so they could tell whether we made that inspection or not.

Other duties are oiling, servicing, each of us have a quota of motors to oil in each department.

I have the galvanizing department, the fence department, the warehouse, the fence warehouse, and the switch house, pump house. Those are all my departments to oil all the motors, and those are all regular duties.

BLEED THROUGH – POOR COPY

And then in the care of batteries, we have some 800 batteries to maintain. That is a nightly inspection service. I think that is about all.

The regular duties we have outside of answering trouble calls, if anything develops, I call a central station, and they take and get us on the auto call, and then we go and answer the trouble call and make whatever repairs
1914 are necessary.

Q. By Trial Examiner Myers:

Q. Do you three men work on the same shift?

A. No, sir. There is only one maintenance man on each shift. That is, on the day turn they have quite a few men, but there is only one maintenance man who answers the trouble calls. He likewise has the same duties as I to perform on his shift.

Q. Do you rotate the shifts?

A. No, sir. I work all the time on the day shift, and the other two men alternate on the first and second shifts.

By Mr. Champion:

Q. And the third shift covers what working hours of the day?

A. Well, I work from 10:30 until 6:30.

Q. 10:30 p. m.——

A. Rather, 8:30 now. I have been working longer hours for the last three months, that is, up to the time I came up here.

Q. You said certain hours. Did you say your regular hours are from 10:30 to 6:30?

A. Yes.

Q. That is 10:30 p. m. to 6:30 a. m.?

A. Yes.

Q. Is that right?

A. Yes. But we have had so much work that we work two hours overtime to do what work we can not
1915 ordinarily do, that we can not keep up in our regular shift, but we each have eight hours in which we answer the trouble calls. That accounts for twenty-four hours of the day.

Q. Are you a member of the Alliance?

A. I am.

Q. And are you an officer in the Alliance?

A. I am.

Q. What office do you hold?

A. I am head of the organization; I am president.

Q. And what officers, general officers, does the Alliance have?

A. Well, we have a president, and we have a vice-president, Walter Mingus——

Q. Well, you have a president, I take it, sir?

A. And a secretary.

Q. To be modest, and a vice-president?

A. That is right, Walter Mingus, vice-president; Earl Lowman is secretary-treasurer; then we have a clerk, James Mahannah.

By Trial Examiner Myers:

Q. Is he also referred to as the recording secretary?

A. How is that, sir?

Q. I say, is he also referred to as the recording secretary?

A. No, sir, that is really part and parcel of his duties, but our secretary, he is held responsible for that service.

1916 By Mr. Champion:

Q. Well, I think what the Examiner means, does Jim Mahannah take the minutes of the meeting of the general committee and some departmental committees?

A. He takes them, but the secretary is responsible for the minutes. In other words, he signs them.

Q. I understand, but——

A. Jim takes them just like he does here.

Q. He takes them how?

A. He takes them down in shorthand and later he will take and type them and prepare them for the minute book.

Q. When were you last elected as president of the Alliance, if you recall?

A. I think it was the second day of May this year.

Q. Of 1944?

A. Yes, either the 2nd or 3rd, the first part of the month.

Q. Now, how long have you been president of the Alliance?

A. Ever since it was organized in 1937.

BLEED THROUGH – POOR COPY

Q. Yes. Do you recall the date of the first election of permanent officers of the Alliance?

A. I think so. Approximately it was around May 11th. I think that is the exact date but I would not swear to it.

Q. What year?

A. In 1937.

By Trial Examiner MYERS:

Q. Who elected you president?

A. Sir?

1917 Q. Who elected you president?

A. Well, by the membership.

Q. At a meeting?

A. Well, we have regular elections just the same as they do in the city election polls, and the polls are open for the whole day and everyone is allowed to vote.

By Mr. CHAMPION:

Q. Do you remember how many candidates there were for president of the Alliance on the ballot at the first election of permanent officers of the Alliance? You say you believe it was in May that the election was to be held, that was held on May 11, 1937, how many candidates were there?

A. I think there were thirty-three candidates.

Q. Yes, and is there any particular committee that handles the mechanics of the holding of the election?

A. Yes.

Q. And the compiling of the returns and the furnishing of them to the general committee?

A. Our rules committee handles all the mechanics. They make the preparations for the election and they check the nominations to see that the nomination ballots are all in order, and they cause the ballots to be prepared, they supervise and conduct the election and see that the rules of the election are enforced.

Q. Now, Mr. Hogue, is your constitution and
1918 bylaws followed in connection with the holding of these elections of the general officers?

A. As far as I know they are followed, that is, to the letter. That is our aim.

Q. Under the constitution and bylaws how many officers must be nominated for each of the general offices?

A. There must be at least two and not more than four, but there could be another or several more.

Q. Now, wait just a minute please. You have answered my question now. If someone is not nominated by the committee do the constitution and bylaws provide that any member may become a candidate for any of the general offices? Answer that yes or no.

A. Well, yes, there is an arrangement made for others.

Q. How can an individual member become a candidate for office, general office in the Alliance, and have his name on the ballot? What is the provision in the constitution and bylaws?

A. Well, it would be the duty of the candidate, of the prospective candidate to secure a petition from the secretary-treasurer and cause to be put on there 150 of our members names or signatures.

Q. In other words, any member of your association can become a candidate for any office if he presents a petition to your secretary and treasurer in due time 1919 with the signatures of 150 members of your organization on it?

A. That is right.

Q. And has that been done frequently during this period of time——

A. Well, not often. It has been done. I know of several times. If you want to know them I will give them to you.

Q. Just give me, if you will, the general, you might say, executive setup of the Alliance, starting with the general officers and any committees there may be.

A. Well, in addition to the officers we have already called attention to we have a general committee, which is our governing body.

Q. Is that sort of your general directors?

A. That is composed of the chairman of all of our committees, both departmental and standing, and members of all the standing committee. That gives us a general committee of, let me see, twenty-eight men. It is the chairman of each department committee and of twelve men members of our standing committee, so we have a total membership in the general committee of forty-two men.

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Q. Now, under your constitution and bylaws and under your practice in the operation of the Alliance is that general committee considered the executive and directing committee of the Alliance?

A. It is.

1920 Q. Now, you have described the officers and the general committee and the makeup of that general committee.

Now, please describe if you will, any other committees.

A. We have a rules, ways and means committee there. Their duties are to supervise the spending of money and direct it and to, as I called attention before, to take and conduct and prepare for elections, and also to make such recommendations on changes in bylaws and so forth as they see or seem right and proper, and also to make whatever interpretations on rules that might be contemplated.

Then we have our committee on the rules, the rules committee, and that is composed of four men.

Q. Yes.

A. They are appointed by the president, but they are all subject to the approval of the general committee.

Q. Now, let me interrupt you there just a minute. I want to clear this as I go along, if I may.

As I understand, the members of the standing committee are appointed by the president with the approval of the general committee, is that correct?

A. That is right.

Q. All right. Now, you have described the rules committee.

Now, are there any other general standing committees besides the rules committee?

A. We have a committee on wages and working

1921 conditions composed of——

Q. What generally are their duties?

A. They handle all cases of wages, wage disputes, and also of conditions of work in the plant, health, safety, and things of that sort, or any sort of a dispute excepting on seniority.

Q. Now, you have named two general standing committees. Are there any other general standing committees?

A. Yes, sir, there is a seniority committee.

Q. What, generally, is the duty of the seniority committee?

A. They handle nothing excepting seniority cases.

Q. Now, how many—I believe you mentioned that the rules committee had four members, is that right?

A. That is right.

Q. Now, what about the other two standing committees?

A. They also are composed of four members, and they are also appointed by the president, subject to the approval of the general committee. That is, they are appointed.

Q. All right. Now, what other committees are there in the general structure of the Alliance?

A. Well, we have auditors, three in number, who audit our books, I think it is every three months, or every four, I ain't just sure at the moment, and then we have in all of our twenty-eight departments, in each of those we have committees of three in each department. They
1922 represent that department in matters of grievances and controversies.

Q. All right. Now, let me ask you, how are the members of the departmental committees selected and determined?

A. By direct vote, just the same as the officers are.

Q. Are they elected for a period of a year?

A. One year.

Q. The same as the general officers?

A. That is right.

Q. Now, in this general election, annual election that is held, are the members of the departmental committees elected at that time?

A. They are.

Q. How is it determined who shall become a candidate for places on the departmental committee, under what system?

A. Well, each department is supposed to have a nominating meeting and they meet and nominate whatever candidates they choose, not to exceed six in number, and whoever they choose or nominate, they are placed on the ballot with their department titles at the head of it.

Q. And as I understand it, to make it clear, that previous to each annual election the departmental members of the Alliance select their candidate or nominate their candidate to become members of that departmental committee, is that right?

A. Yes.

1923 Q. By their own action?

A. That is right.

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Q. And then how many members are there on the departmental committee, that is, the final count?

A. Three.

Q. And you have stated that the members in the department can nominate not to exceed six?

A. That is right.

Q. Now, is the result of their determination of who their nominees are for places on the departmental committee then submitted to the general secretary of your organization, previous to the annual election?

A. You mean that the nominees of that department are submitted to the secretary?

Q. Yes.

A. That is right.

By Trial Examiner MYERS:

Q. Do the nominees have to be employed in that department?

A. Well, it does not say so in the bylaws, but as far as I know they always have been. There have been times when some office has been voted for that is for a committeeman on some department, but it is counted at the same time. There has none to my knowledge ever been elected since the regular department nominees always get the most votes.

Mr. CHAMPION. Just a minute. The Examiner 1924 asked a question.

By Mr. CHAMPION:

Q. Do you know if the men who are nominated by members of the Alliance in a certain department, has it been true that those men nominated have been employees of that particular department?

A. It has been, but our officers may be elected even from outside of our plant, as long as they are in the business of fabricating or producing steel.

Q. I am speaking of the departmental committee.

A. Yes, I added a little more on there.

By Trial Examiner MYERS:

Q. Well, how is that true?

A. Well, if a man is a member of our organization there isn't any reason why he hasn't a right to run for office or to be nominated to office.

Q. Well, he has to be a member of your organization?
A. Yes, sir.

By Mr. CHAMPION:

Q. Now, when these names of nominees come in from the various departments to your general secretary, previous to your annual election, what type of ballot is prepared for the vote on the nominees for a certain departmental committee?

A. Well, we have it on white paper at the top of the ballot. It will state what or where it is from, what department, and then under that will be the names of the candidates with the square marked opposite each name,
1925 and then instructions as to how many to vote for. That is up to how many they can vote for.

By Trial Examiner MYERS:

Q. When you said that anyone who was a member of the Alliance could hold an office, that is not exactly correct, is it?

A. How is that?

Q. You said that any member of the Alliance could hold an office in the Alliance.

A. That is right.

Q. That is not exactly according to your constitution. According to your constitution he has to be an American citizen, does he not?

A. Yes.

Q. And he can not belong to another labor organization?

A. No.

Q. Isn't that right?

A. I mean, subject to the constitution and by-laws, that is right.

Q. And he has to be over twenty-one years of age?

A. That is right.

Q. And he has to be in good standing?

A. Yes.

Trial Examiner MYERS. Go ahead, Mr. Champion.

By Mr. CHAMPION:

Q. Now, in other words, without trying to lead you, Mr. Hogue, the ballot on which the names of the
1926 nominees for the departmental committees is a separate ballot from the general ballot on which appear the names of the nominees or the selections for general officers, isn't that true?

A. That is right.

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Q. And do you—in conducting that election who votes for the nominees for the departmental committee?

A. Well, we have, at each of our elections we have a ballot box on long planks, all setting in a row and each of those there boxes has a name on stating what department it is. Now, as the man who is going to vote or the member passes by our election board he is handed two ballots. One is for his own department, his own departmental ballot, and the other is the officers' ballot.

Now, he will go to the polls and he will vote there secretly in the polls. He will then come out and be shown where his particular ballot box is for his department and directed by a man who stands there to point at them. After he has put that in then he is shown where the other box is for officers. That is the general practice.

Q. Is there any system used to check on the vote for departmental committeeman that the man voting is eligible to vote in that particular department?

A. Yes, sir.

1927 Q. What salary do you draw as president of the Alliance?

A. I get $11.25 a week, or $45 a month.

Q. Well, now, wait, please, just a minute, Mr. Hogue. Is that paid on a weekly basis or on a monthly basis?

A. Every two weeks, $22.50.

Q. Do you consider your salary is on a monthly basis or a weekly basis?

Trial Examiner MYERS. He gets $22.50 every two weeks, is that right, Mr. Hogue?

The WITNESS. $22.50 every two weeks.

By Mr. CHAMPION:

Q. All right. Who pays that salary to you?

A. The members, out of the general fund.

Q. Is it paid out of the general fund of the Alliance?

A. Yes, sir.

Q. Do you receive any compensation other than this $22.50 every two weeks for your services as an officer of the Alliance?

A. No, sir.

Q. What was your starting salary as president of the Alliance?

A. I got—let me see—I think it was $10 every two weeks or $20 a month.

Q. In other words, that would be approximately $20 a month, is that right?

1928 A. Yes. We were always paid every two weeks.

Q. I misunderstood it. I thought you considered yourself on a monthly salary basis.

How long, as president of the Alliance, approximately, if you know, were you paid $20 a month salary as president of the Alliance?

A. Oh, possibly eight to twelve months. I don't just remember. It has been quite a long time ago.

Q. And was your salary raised?

A. Yes.

Q. To what amount, if you remember?

A. Well, it was raised to $20 every two weeks.

Q. Yes. And did that salary—how long then have you been getting $22.50 every two weeks?

A. Well, about—I think about eighteen months ago we got a raise of $5 on the month.

Q. Yes. Now, what salary—strike that.

Do you know what salary the vice president of the Alliance was paid from the inception or the beginning of the term of the first permanent officers in 1937?

A. It was, I think, $15 a month.

Q. What does the vice president draw now, do you know?

A. He gets $25 a month.

Q. Yes.

By Trial Examiner Myers:

1929 Q. Does he get $12.50 every two weeks?

A. That is right.

A. And did he get $7.50 every two weeks?

A. That is right.

By Mr. Champion:

Q. What and who paid that, where did that money come from, who paid that?

A. Our dues paid into the general fund.

Q. It is paid by the general fund of the Alliance?

A. That is right.

Q. Is it paid by check?

A. By check. All our bills are paid by check.

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Q. All right. Now, what salary does the secretary-treasurer draw, starting with the beginning, what was his salary to start with?

A. Well, he got—I think it was $22 every—not $22, but $20 every two weeks, or $40 a month.

Q. That was in the beginning?

A. At the start, yes.

By Trial Examiner MYERS:

Q. What does he get now?

A. Now he gets $45 a month or $22.50 every two weeks.

By Mr. CHAMPION:

Q. Does the clerk or recording secretary, is he paid for his services?

A. You mean Jim, the clerk?

Q. Yes.

A. Yes, sir, he is paid for his services.

1930 Q. What salary did he draw, did that office draw from the beginning?

A. I think, if I remember rightly, that he got the same as the secretary, or $20 every two weeks.

Q. Yes, and what is his salary at the present time?

A. $15 a week.

By Trial Examiner MYERS:

Q. A week?

A. Yes, or $30 every two weeks. He is the highest paid man in the organization.

By Mr. CHAMPION:

Q. How is the salary of the secretary-treasurer and of the clerk paid? From what source?

A. From the Alliance general fund.

Q. To your knowledge do any of the officers receive any compensation of any type for their work as officers of the Alliance, other than the salaries which you have designated?

A. I do not or I never have and haven't heard of any of the officers, any of the other officers.

Trial Examiner MYERS. Is that a good place to stop, Mr. Champion?

Mr. CHAMPION. All right.

Trial Examiner MYERS. We will take a five minute recess.

(Whereupon a brief recess was had, after which the proceedings were resumed as follows:)

Trial Examiner MYERS. Are you ready, gentlemen?

Mr. BAER. Yes, sir.

1931 Mr. CHAMPION. Yes, sir.

Mr. ROSELL. Yes, sir.

By Mr. CHAMPION:

Q. Mr. Hogue, I want to correct a question I asked you that may be misleading:

Is it true that any member of the Alliance may nominate any member he chooses as a candidate for office in the Alliance?

A. That is right.

Q. Providing the candidate is an American citizen?

A. That he is a citizen, that is an essential.

Q. And that is covered by Article 4, paragraph 23, of the constitution and bylaws, is it? If you have one, refer to it so that we will get it correctly.

Mr. ROSELL. Which one are you using, 1937 or 1940?

Mr. CHAMPION. I am using the one published in 1940. There have been some amendments and I am just wondering if you were looking at an old copy, Mr. Examiner.

Trial Examiner MYERS. I was looking at 1937.

The WITNESS. Where did you read that from? It will save me some time.

Mr. CHAMPION. I was referring to Article 4, paragraph 23, page 17 of the constitution and bylaws of the Independent Steelworkers Alliance, published in August of 1940, and which has been referred to as Board's Exhibit No. 19.

Is that correct, Mr. Examiner?

1932 Trial Examiner MYERS. Board's Exhibit No. 19.

By Mr. CHAMPION:

Q. Is that correct?

A. That is right.

Trial Examiner MYERS. Well, that refers to the nominating, but it says, in Article 6 it says: "Any member of the Independent Steelworkers Alliance who is not a member of another labor organization who is an American citizen, who is a member of this Alliance in good standing and is twenty-one years of age or older, shall be qualified for election as an officer of this Alliance."

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Mr. CHAMPION. That is right. Subject to that qualification that the Examiner has read into the record, yes, sir.

By Mr. CHAMPION:

Q. All right. Now, I will ask you whether or not any members of the organization in good standing may attend any meeting of the general committee?

A. Yes, sir.

Q. And is that covered by Article 6, paragraph 5, page 18 of Board's Exhibit No. 19?

Trial Examiner MYERS. Article 6?

Mr. CHAMPION. Six.

Trial Examiner MYERS. You must have the article wrong.

Mr. CHAMPION. Apparently there is a typographical error.

Trial Examiner MYERS. What page did you say it was on?

Mr. CHAMPION. Page 18.

1933 Trial Examiner MYERS. Are you talking about —these are bylaws.

Mr. CHAMPION. I said the constitution and bylaws, yes.

Trial Examiner MYERS. Wait, now. What is this?

Mr. CHAMPION. It is page 18.

Trial Examiner MYERS. Yes, that is Article 6 of the bylaws.

Mr. CHAMPION. That is right, of the bylaws, paragraph 5.

Trial Examiner MYERS. That is right.

By Mr. CHAMPION:

Q. Is that true?

A. That is true.

Q. Can any member of the Alliance prepare and present a motion to the general committee?

A. That is right, he can.

Q. That is provided for by Article 6, paragraph 6 of Board's Exhibit No. 19, being the—strike that, please.

Do I understand that any member of the Alliance may prepare and present a motion to the general committee?

A. Yes, sir.

Q. And that is provided for in Article 6, paragraph 6,

of the by-laws, which is marked Board's Exhibit No. 19, is that correct?

A. That is correct.

Q. Mr. Hogue, I will ask you whether or not you
1934 have ever been paid any money or given anything of value for your services as president of the Alliance during the whole period that you have been president by the Keystone Steel & Wire Company.

A. I have never been paid anything from the Keystone Steel & Wire Company, except what I earned on my job as a maintenance man.

Q. Now, Mr. Hogue, there has been some considerable discussion in the record or testimony in the record about what has been referred to as the "Red Brands" ball club.

A. Yes, sir.

Q. Do you know anything about the "Red Brands" ball club?

A. Yes, you see——

Q. Answer it yes or no.

A. Yes.

Q. What was your first connection, if anything, with the "Red Brands" ball club?

A. I was manager of the club, I think, in 1929 first, and 1930. I ain't quite sure. I rather think it was 1929.

By Trial Examiner MYERS:

Q. Have you been manager of it since?

A. Sir?

Q. Have you been manager of it since?

A. Oh, no no.

Mr. CHAMPION. I am going to develop that.

1935 Trial Examiner MYERS. Oh, I thought he said the first time that he was manager in 1929 and 1930 and I thought he meant he was still manager.

The WITNESS. I was not quite sure about the year. It has been quite a long time ago.

By Mr. CHAMPION:

Q. And how long after that did you continue as manager of the Red Brands ball club?

A. Until thirty—well, I went through the year of 1935 as manager.

Q. Now, from 1929 or 1930 to 1935, I take it, you had

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designated yourself as sort of manager of the Red Brands ball club, is that right?

A. That is right.

Q. Was that ball club, during that period, in any way company financed?

A. No, sir.

Q. Will you tell the Examiner in as brief and concise a way as possible, just what the activities of that ball club were from 1929 and 1930 through 1935? I call your attention to those two particular dates so that there will not be any confusion about your later testimony.

A. Well, I took the ball club, as I say, either in 1929 or 1930, after a man by the name of Paith had——

By Trial Examiner Myers:

Q. What was that name?

A. Paith, P-a-i-t-h.

1936 The ball club had some little money, I think, when he left there was a few dollars left, but it seemed as though he kind of took or had forgotten to leave that with the ball club, so I took the ball club without any money, and I bought at the start of the year out of my own pocket balls, bats, and we used what equipment we had. We had some equipment that I think they had earned with a dance or two or by subscription or something else, I don't just know, but it was, I think at that time tattered and torn, and misfits. We used some sweat shirts we had, a few, that is, with Red Brands on them. Our sox were different and several of the pants—it was sort of a tattered outfit and we played that year here and around wherever we could take and get a ball game, we played, just as other semi ball clubs, or semi-pro ball clubs.

I had had a ball club previously and I was interested in it, which was how I come to have the ball club, but anyhow, I think it was in 1929 that we got through the year fairly good. I do not think we lost very much.

By Trial Examiner Myers:

Q. Do you mean games or money?

A. No, we lost quite a few games, and just a little money, not very much.

By Mr. Champion:

Q. Wait just a minute. Fix the time, please. Is it your best recollection that at the close of the first year of
1937 the season of the ball club when you managed it, that you were in the red some?

A. Yes, but just a little bit, not very much.

Q. Who paid that?

A. I did.

Q. All right. Now, go ahead, if you will, and just describe it further.

A. In 1930 we came back again, and by that time the work was not as good as it had been, and we played, I think, a full season, except that we knocked off maybe a couple of games early in the fall. We did not play quite so long.

We had a loss again that year, more severe than the other year.

By Trial Examiner Myers:

Q. Another financial loss? A. That is right. I think some $25 or $28 over the season I put into the ball club, and that sort of thing really continued, and we were playing, I think, in 1932 and 1933, we played on the steel plant diamond down in the steel plant.

By Mr. Champion:

Q. Prior to that time where had you played?

A. Wherever we could get a ball game. We had a few at the Asylum on the athletic field, wherever we could take and book a ball game, we played there.

They had a ball diamond in the park and they did not have any bleachers, just a flat diamond.

The company did permit the boys to take and
1938 play on the lot during 1932 and 1933—or during 1931 and 1932 season, I think it was, when our work was possibly at that time the slackest.

There were many of those games out there where we collected possibly 50 cents or 75 cents in the collection.

By Trial Examiner Myers:

Q. What did you do, pass the hat around?

A. That is right.

Q. And you did not charge any fixed admission?

A. That is right. We did buy, up to that time we

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bought standard balls for $1.25. I remember that I cheapened the balls so that I could make the money run as far as I could. I never asked the company for any money for the ball club.

Along at the end of the year I put in what was necessary as we went along.

Q. You had another financial loss in 1932?

A. That is right, and in 1933 also.

Q. What about 1934?

A. Well, that year we had a little money left over.

Q. How much did you make that year?

A. Well, in 1934 I went to the,—I think it was, I think he was the superintendent. His name was Emil Kasten. I don't just remember what his title was, purchasing agent, or something like that.

Q. Who was he? You say he was superintendent 1939 or purchasing agent of what?

A. Superintendent of the plant or the mill.

Q. You mean the Keystone?

A. Yes, I don't know whether he had the title of general superintendent or not, but he was superintendent, I am sure, and possibly he was purchasing agent along with that. He had been, but I told him, I said, "Mr. Kasten," I says, "I have been carrying along the ball club. I don't suppose that you people know anything about it. We have played wherever we could, and," I said, "the boys are right at the point now where if we do not get equipment they are going to have to wear barrels."

In other words, their clothes were so bad at that time, they were all tattered, and some had actually bought them, possibly a pair of misfit pants or sox——

By Mr. CHAMPION:

Q. Wait just a minute. I am trying to break this testimony up so that it will not be too long. That is the answer. You say you did have a little profit for 1934, the season of 1934, is that right?

A. Well, yes, we did.

Q. Answer that question yes or no.

A. Yes, we did.

Q. What did you do with that money, if anything, you had of profit in 1934?

A. We had a banquet for the boys.

1940 By Trial Examiner Myers:

Q. What did you do with the money you made?

A. We had a banquet for the boys in the hotel at Peoria and we saved the balance of that money we had on hand to start the next season with.

By Mr. Champion:

Q. I interrupted you. Go ahead. You stated, I believe, at the end of the 1934 season you went to Mr. Kasten. Go on from there.

A. I went to him at the start of 1934.

Q. All right; all right. Go ahead.

A. I told him then that we were faced with either having to quit or else we had to have some equipment.

I said, "I am going up to Bartonville and ask the merchants for aid and put on Bartonville Merchants Ball Club, if this company will not buy us some equipment and uniforms." I said, "I want everything complete," and I said, "If the company will do that I will continue."

I said, "We have, such as it is, and as many as we have left, we have had the word 'Red Brands' on the uniforms and carried that for what it is worth as advertising matter without any help from the company at all." I said, "Other companies do take and buy uniforms," and I said, "I think the time has come when this company should do that here or else we should go elsewhere."

1941 So he said that that would be something he would have to take up with the others, that he would think it over and let me know, and it was not very long afterward until he said that it had been granted and did I wish to buy or order equipment for the ball club, I think twelve men, and they were to be uniforms, sox, shoes, and masks, protector, and the general equipment like that.

That was done, that was purchased.

Q. Was that in nineteen thirty——

A. In the spring of 1934.

Q. Just a minute, please, until I ask the question. Was that you have described what occurred during the 1934 season?

A. At the start of the 1934 season.

Q. All right.

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By Trial Examiner MYERS.

Q. And the company paid for it?

A. Yes, they bought that.

Q. And with this new equipment you had a successful season, financially and otherwise?

A. Yes, sir. Anyhow, we went ahead and we played and we did agree to do this, that I was to play four games in the rural areas, that is, I was to take the name of Red Brands into the rural areas as an advertising medium, I presume, and sort of in payment for this equipment. We had a profit at the end of the year.

By Mr. CHAMPION:

Q. Give me a chance to ask a question.

Do you recall what that equipment cost, approxi-
1942 mately, if you have any memory on that?

A. Oh, I don't.

Q. To refresh your recollection, wasn't it $480, or approximately that?

A. Possibly it was, up around there. It was quite a bit. I will say that it was better than $400, I will say that.

Q. And do you recall whether or not that check was made payable to you or payable to the Jackson-Keenan Sportings Company of Peoria, do you recall?

A. No, I don't know.

Q. Now, did the company contribute anything to the ball club in the way of financial aid during the season of 1934, other than the purchase of this equipment for twelve men?

A. No.

Q. All right. Now, go on.

A. We were able to buy our own balls and bats, after the start we earned plenty for that.

Q. What did you do in 1934 in reference to charging admissions or passing the hat, or what?

A. Well, we still passed the hat, and then in the rural areas where we played we got a cut of 60-40. If we won we got 60 and if we lost we got 40, and that was put into the ball club fund there.

We took and begun the season again, we had, say,
enough left over from the season of 1934 to take and
1943 give us a start. That is, we bought balls and bats,
and I think we had all the equipment possibly—

well, we had had, I think, two of the suits were taken by men who would not take and return them, they quit, and we had no way of getting them back, so they took them along. We also bought others to take the place of the two that was,—well, not stolen,—but just taken away from the ball club.

By Trial Examiner MYERS:

Q. You mean they were not returned?

A. That is right.

By Mr. CHAMPION:

Q. Now, where did you play your games in 1935?

A. Well, we began—I rented a field from Lauterbach in North Bartonville. It was sort of in the overflow land down there, but it made a fairly good diamond, and we played there until along in August sometime. Every other game we played away from home. That is the way we alternated.

Q. Did you pay Lauterbach for the use of the field?

A. How is that?

Q. I say, did you pay Lauterbach for the use of the field?

A. Yes.

Q. Did you pay the company for the use of the field?

A. No. No, you mean back in 1931 and 1932?

Q. Whenever you used it.

A. No.

1944 By Mr. CHAMPION:

Q. As I recall, in my discussion of this matter with you, Mr. Hogue, you mentioned something at some period in here about the company equipping a field, or something. What year was that?

A. That was before the spring of 1935, the company was asked——

Q. Oh, they were asked?

A. That is, to take and provide a playing field for the employees.

Q. And did they provide a playing field, and if so, when was that field available for playing baseball on it?

A. Well, it was available in, I think, in August of 1935.

Q. And were there some games played by the Red

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Brands on that ball park that was prepared—you say you started playing on it sometime in August, 1935?

A. That is right.

By Trial Examiner Myers:

Q. Then you gave up the Lauterbach field?

A. Yes.

Q. Did you pay the company for the use of the field?

A. Well, in 1935—let me see, it was 1934, I used the field at Lauterbach's, and in 1935 we played away from home games altogether, until our field was available at Keystone.

Q. Well, did you use the Keystone field at all in 1935?

A. Only after the new field was done.

1945 Q. Did you use it?

A. Yes.

Q. Did you pay for it?

A. Well, we think so. That will come later, I think.

Q. I mean, did you give dollars and cents for the use of it, like you did for the Lauterbach field. You paid Lauterbach in cash, did you not?

A. We agreed to.

Q. Let us go to Lauterbach. Did you give Lauterbach some money?

A. Yes, sir.

Q. Did you give the company any money?

A. No, sir.

By Mr. Champion:

Q. Now, what arrangements, if any, did you have with the company—strike that.

Now, was the playing field prepared so that you could start to play on it in August of 1935?

A. Well, they did agree that if the employees would provide labor at that ball park over there in sufficient quantity that the company felt it was worth while and the men would show enough interest in it, that the company would take and provide lighting equipment for the property.

Q. In other words, when you refer to lighting equipment, it would then be possible, if the lighting equipment was established, to play night games, is that right?

1946 A. That is right.

Q. All right. Now, what if any work was done

by employees there in the preparation of the field to get it in playing condition, starting sometime for play, starting sometime in August of 1935?

A. There were over three hundred men who worked over there free, put in what hours they could. Some put in their off days all day, and donated that time.

Q. Now, what arrangements, if any, did you have with the company other than what you have related about the use of the playing field, or what you were to do, if anything, for the use of that playing ground down there?

A. Well, we agreed with the company for the use of that property that we would do this, that we would buy balls and bats for every Keystone man who wanted to play on that park, that we would buy balls and bats for a department league team, that is, the earnings that we would earn from the Red Brands ball club would be used to at least in part buy balls and bats for the Silver Brands Ball Club, for any of the different department ball clubs. I remember the galvanizing had one and the fence had one, the patent had one. Now, the earnings or the money that the Red Brands Ball Club earned by admissions over there was used in part to pay for balls and bats for all of those.

Q. All right. Now, let me ask you this:

1947 Did you charge admission to your games or at least a portion of your games when you started to use that new playing field in August of 1935?

A. We did.

Q. And would you have volunteers who would collect the admissions at the admission gate and so forth?

A. We all worked over there free. We did not get no money for it. The men who collected at the gate and all that worked free.

Q. They donated their services?

A. Yes.

Q. There was considerable interest there in the ball club by employees of the Keystone?

A. That is right.

Q. Now, I will ask you whether or not you made some money in 1935, the ball club?

A. Yes, sir; yes, sir, we made a little money.

Q. Did you from that money purchase anything in pur-

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suance of the agreement that you have referred to with the men in the way of balls and bats for the interdepartmental teams and so forth?

A. Oh, yes, we were buying that in large quantities, because the men, a lot of them, would not take much care of it and they cost considerable money, but we did, we bought balls and bats.

1948 Q. Now, what about 1936?

A. 1936?

Q. Do you recall that season?

A. Well, at that time there I took and gave up the management of the Red Brands ball club. I did not cho-se to go any farther.

By Trial Examiner MYERS:

Q. Did you have any other connection with them?

A. Well, I was president of the KEA who were sponsoring the activities, or was—that is what you do, sponsor the activities of the ball program they had over there, you might say.

Q. But you did not have any interest in it, you did not manage it, and you did not finance it?

A. No.

Q. You just dropped out of it?

A. Well——

Q. Outside of being a spectator and a booster, or rather, you did not have anything else to do with it?

A. No, they had another manager there.

By Mr. CHAMPION:

Q. Well now, to get this straight in my own mind and for the record, Mr. Hogue, during the season of 1936, that entire season, did I understand that you had no active connection with the ball club?

A. That is right.

1949 Q. Is that right?

A. Yes.

Q. You were president of the KEA at that time, is that right?

A. That is right.

Q. Now, there has been testimony introduced in the record of a check signed by Earl Lowman, going from the KEA account in the Bartonville State Bank to the Alliance.

Now, I want you to tell us, in as brief a manner and in as concise a manner as you possibly can, what you know about that, Bruce.

A. Well——

Q. And I believe,—now, to help you fix the date on that, I believe the testimony was that that check was drawn on May 4, 1937.

A. May 4th? Will you read that question, Mr. Reporter?

(Question read.)

By Mr. CHAMPION:

Q. And it was a check, this being a check marked Board's Exhibit No. 25, and dated May 4, 1937, and signed by Keystone Employees Association, Earl Lowman, and payable to the Independent Steelworkers Alliance in the sum of $228.53.

Now, having identified that check will you state, please, Mr. Hogue, what you know, if anything, about that check or that transaction?

1950 A. Well, after the KEA dissolved, it was several days before Earl Lowman called my attention to the check being in there, and it did present a problem as to what to do with the check. The Keystone company had never gave us a dime towards it. It had been earned wholly by our own endeavors, by work which we were not paid a dime for, neither the ball players nor the men who worked over there free, and I had had talks with, oh, with many of the men who I knew had taken an active part in working over there and I asked their counsel as to what to do——

Q. You say "working over there." Do you mean who had volunteered their services in connection with the keeping of the field in shape and collecting admissions and so forth?

A. And to prepare it, all that, that is right.

Q. You say you talked to many of those men, those volunteers, as you called them?

A. Yes.

Q. Did you talk to anybody else?

A. Well, I talked to the ball players. Most of them that were available at the time, I talked to them, and I asked them for their counsel as to what to do with it.

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Q. As a result of those conferences you had with the men, you termed as volunteers and members of the ball club, what was the concensus of opinion of the men as to what should be done with that fund, if anything?

1951 Mr. ROSELL. What fund, Mr. Examiner.

Mr. CHAMPION. I am speaking about the $228.53.

Mr. BAER. Mr. Examiner, the witness made reference to the check, and I think the witness is apparently—he meant the fund, I think it confused Mr. Rosell a little. The witness made reference to the check when he was talking about the fund. I think that should be corrected for the record.

Trial Examiner MYERS. Go ahead, Mr. Champion, will you please?

Mr. CHAMPION. Will you read my question, please?

(Record read.)

The WITNESS. Well, there were several different ideas on it. There were a few who thought perhaps that we might turn the money over to the Goodfellows Club, but who later thought that perhaps the Goodfellows Club had enough money as it was.

By Trial Examiner MYERS:

Q. What is the "Goodfellows Club"?

BERT G. BERT G.

A. Well, it is sort of an, of a club at the Keystone that does a large amount of charitable work of loaning money and things of that sort. It is paid for by Keystone men at the rate of 10 cents a week for membership in it and they have their own fund and they, at Christmas time, they usually take and remember employees that are sick or needy or send a present to soldiers and things like that.

1952 I believe that is the general idea of what they do. They also make donations to the Community Fund and things like that.

By Mr. CHAMPION:

Q. Well now, I still don't think——

A. Should I go ahead with my answer?

Q. Yes, if you have the question in mind.

A. The KRA was discussed by some. They said, "How about the KRA?" They thought also, each of these thought, was put to others to also find out what they thought, but in conclusion the thought was that the Independent Steelworkers Alliance, which was being in the

process of organizing, was that in so far as it was an employee group, that the money should be turned over to them. Something had to be done with it, because there it was.

Q. Well now, as a result of that conferences that you had with, you say, the volunteers who had helped in the ball club and the employees of the—not the employees, but the members of the ball club—this fund was turned over to the Alliance, isn't that true?

A. That is right. That is right.

By Trial Examiner Myers:

Q. What is the meaning of KRA?

A. KRA is a health and benefit accident arrangement—

By Mr. Champion:

Q. You mention in your testimony the KRA. What is that?

A. Well, it is a Keystone association that is paid
1953 for by membership, and it provides so much a week if you are sick or hurt.

Q. Well, is it a group insurance plan?

A. No, sir, it is only confined to the employees of the Keystone. They have their own by-laws. It is a sick and accident insurance.

Q. It has nothing to do with the Alliance?

A. No, sir.

Q. Or the Alliance has nothing to do with it?

A. No, sir. It is separate, that is right.

Q. And this Goodfellows Club is not in any way connected with the Alliance or the Alliance connected with it?

A. No.

Mr. McGrath. KRA was what? What does KRA stand for?

The Witness. The Keystone Relief Association, I believe.

Trial Examiner Myers. Keystone Relief Association. They pay the employees certain amounts of money each week if sick and unable to attend their work?

The Witness. It all depends on how much you pay in on it. You can get up to as high as, I think, $25 a week.

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By Mr. CHAMPION:

Q. Now, Mr. Hogue, when were you elected president of the KEA, if you recall?

A. I think it was in 1935.

Q. Were you in any way active or an officer of the KEA previous to your election as president of the KEA?

1954 A. No.

Q. Do you remember about what time of the year in 1935 it was that you were elected president of the KEA?

A. Well, it was in the fall, I think, of 1935. I think that is when it was. I am pretty sure they had their election in the fall. I had been, I might say in there, I had been on a committee before that, but I had not been an officer and I did not take part in the organization.

Q. Did you take any part in the organization of the KEA?

A. No.

Q. Do you know about when that was organized, what year?

A. Yes, I was at one of the early meetings that they had, but I could not just say. It seems to me like sometime in 1933, and from what I heard I gathered that is what it was.

Q. All right. Now, you were elected, you think, in the fall of 1935, as president of the KEA?

A. Yes.

Q. Was that by a vote of the members of the KEA?

A. Of the general committee alone.

Q. Of the general committee alone?

A. Yes.

Q. And you were elected for what period of time?

A. One year.

Q. One year?

A. That is right.

1955 Q. And were you re-elected in 1936?

A. Yes, sir.

Q. And you were in your second year as president of the KEA, am I right?

A. That is right.

Q. When the dissolution or abandonment of the KEA came about, is that right?

A. Yes.

Q. Now, I will ask you whether or not if in the spring of 1937—I will withdraw that, please.

Q. Did you receive any salary as president of the KEA?

A. No, I never did receive any salary, that is, the salary—I got wages, but no salary, for time I put in on occasions.

Q. Well, in other words, you say you received no salary as president of the KEA?

A. No.

Q. Did you receive any——

Mr. McGrath. He shook his head, Mr. Examiner. I don't know whether the reporter got his answer or not.

Mr. Champion. Have you got his answer there?

The Reporter. Yes.

Trial Examiner Myers. There was not any answer. You just made a statement, did you not, Mr. Champion, and then you were going ahead with it?

Mr. Champion. What is pending, Mr. Reporter, please?

1956 (Record read.)

Mr. Champion. Strike that last.

By Mr. Champion:

Q. Now, Mr. Hogue, I want you to tell what you received for any services as a committeeman or otherwise of the KEA.

A. I got 60 cents an hour for all the time I spent on grievances or on work performed for the KEA providing I punched in and out on the time clock.

By Trial Examiner Myers:

Q. Who paid you this money?

A. That was paid by the Keystone Steel & Wire Company.

By Mr. Champion:

Q. All right. Now, was that the same pay that the other committeemen got?

A. It was.

Q. Now, I will ask you whether or not in the spring of 1937 you had occasion to go to Dan Sommer's office in the spring of 1937?

A. Yes.

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Q. Do you recall how you happened to go to his office?

A. No, he may have called us by phone or he may have sent us a letter asking us to come out. I can not remember that.

Q. Did you get a request in some manner to go to Dan Sommer's office?

A. Yes, we did.

Q. Did you, I say?

A. I did.

1957 Q. And do you recall about when that was, to your best recollection?

A. I think it must have been in the latter part of around in that particular year.

Q. Of what year?

A. 1937.

Q. And did you go to his office?

A. I did.

Q. And who went with you, if anybody?

A. It seems to me like Earl Lowman, and Mat Clifton, and I think Paul Cantrall went. I ain't just sure.

Q. Who was Dan Sommer at that time? What position did he hold?

A. Well, he was superintendent of the company, that is, he was general superintendent.

Q. Of the Keystone Steel & Wire Company?

A. That is right.

Q. And did you have a meeting there with Dan Sommer?

A. Yes.

Q. And you think it is a group, or it was a group that you have mentioned, yourself, and these others?

A. That is right.

Q. What if anything did Dan Sommer tell you in that meeting?

A. Well, he said that from that time on that the company could no longer recognize or do any business with the KEA.

1958 By Trial Examiner Myers:

Q. Did you ask him why?

A. To my knowledge other than that that was the policy of the company.

Q. Did he say that?

A. Or something of the kind that way, if my memory

serves me right. I did ask him why he was doing that, but I just can not recall what his answer was on that.

By Mr. CHAMPION:

Q. And the KEA was in existence at that time, was it not?

A. Yes, sir.

Q. Now, if you recall, did you report the result of that conference with Mr. Sommer, Dan Sommer, to any group after that meeting in Mr. Sommer's office?

A. Yes, sir.

Q. Do you recall about how much later or how soon was it, I will put it that way, after that meeting with Dan Sommer that you reported that conference to anybody?

A. Oh, within just a day or two. The importance of it was such that it was reported to the general committee almost at once, as soon as we could possibly do it.

Q. Now, you then reported it to whom?

A. Well, to the members of the general committee.

Q. Of what?

A. Of the KEA.

Q. And what did you report to that committee?

1959 A. I told them that we had received information from superintendent Dan Sommer that the Keystone Company was breaking off with us and would not take and recognize the KEA any longer as bargaining agent, and told them that it was a new policy or something of the kind, and asked for their discussion and advice on how to proceed.

Q. And was there a discussion after you made that report to the general committee of the Alliance?

A. Yes.

Mr. MCGRATH. The Alliance?

The WITNESS. Or the KEA, I mean.

By Mr. CHAMPION:

Q. The KEA?

A. The KEA.

Q. And what was that discussion, if you remember, generally?

A. Well, the general idea of it was, "How come the thing had been done." That is, that the company was breaking off, and also as to, "Where do we go from here?" That was the general theme of the conversation.

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Q. And what was said, if anything, by any man in that meeting about any organization, new organization, or anything of that sort?

A. Well, there was some little discussion in there by one of the members, I do not know who, he took and mentioned that perhaps we could affiliate with the Federation of Labor, and I think another one, he took and mentioned perhaps that we could take and have a setup of something similar to the Caterpillar employees alliance.

1960

Q. Well now, when you refer to the Caterpillar employees alliance, was that apparently an organization that was existing at the Caterpillar plant in East Peoria?

A. I guess so.

Q. There was some little discussion along those lines, is that right?

A. That is right; that is right.

Q. Now, was there any action taken by that group after your report and after this discussion?

A. There was.

Q. What was that?

A. A motion was made that the KEA dissolve, quit.

Q. And was the motion carried or not?

A. It did, it carried, and the officers were instructed to notify the management of the company that the KEA had dissolved.

Q. Now, was there any—there has been some testimony here—strike that.

Were there any committees appointed at that meeting that you have just referred to by anybody or selected by anybody to do anything in reference to a new organization?

A. No.

Mr. Rosell. Mr. Examiner, I will object to that.

1961

Trial Examiner Myers. What? What did you say?

Mr. Rosell. Well, I will withdraw it. Let it go. I just would like to say by way of objection that counsel has been leading the witness and I have not raised any point on it up to this point, but I do think there are certain points at which leading questions should stop.

Mr. Champion. Mr. Examiner, I think I have tried

very carefully to refrain from leading questions, and that has to do with some testimony that is in this record at the present time.

By Mr. CHAMPION:

Q. Was there any name selected for any new organization at that meeting that you have just testified to?

A. Any name?

Q. Yes.

A. For what?

Q. Was there any talk of a name for any new organization at the meeting you have referred to of the KEA?

A. Oh, no, not to my knowledge.

By Trial Examiner MYERS:

Q. This is a meeting of the new committee?

A. Of the dissolution.

By Mr. CHAMPION:

Q. Of the KEA, I mean. Pardon me.

By Trial Examiner MYERS:

Q. What was this meeting?

A. It was a meeting of the general committee of the KEA.

1962 By Mr. CHAMPION:

Q. Now, what did you do, if anything, after that meeting—I will withdraw that.

Did you understand that there was anybody charged with any duties to perform about any other organization after that meeting adjourned?

Mr. ROSELL. I will object to that, Mr. Examiner.

Trial Examiner MYERS. I do not understand just what the purport of that question is, Mr. Champion.

Mr. CHAMPION. I asked him——

Trial Examiner MYERS. Yes, I heard the question, but I do not understand the purport of it.

Mr. CHAMPION. There was some testimony about some committee having been selected, and I asked——

Trial Examiner MYERS. Reframe your question, will you. I think you can just break it down a little.

By Mr. CHAMPION:

Q. Did you understand that when that meeting ad-

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journed any party present had anything to do with any direction, at the direction of that meeting, or any action of that meeting?

Mr. Rosell. Mr. Examiner, the question is not what he understood. The question is what was done.

The Witness. No.

Trial Examiner Myers. Well, was anything done?

The Witness. No.

By Trial Examiner Myers:

1963 Q. Along the lines of that previous question?

A. No.

By Mr. Champion:

Q. Now, what did you do, Mr. Hogue, if anything, after that meeting in reference to the directions from that meeting?

A. Well, I went out to Dan Sommer's office.

Q. Now, when was that in reference to this meeting that you have just testified to?

A. It may have been on the same afternoon. I don't know, or the following day. I just can not remember.

Q. Well, would you say that it was within either that day or the next day after that meeting?

A. It was very soon.

By Trial Examiner Myers:

Q. What date was that meeting?

A. Sir?

Q. What date was the meeting?

A. Well, that was as near as——

Mr. Champion. Which meeting are you referring to?

Trial Examiner Myers. The same meeting that you referred to.

The Witness. It was the end of March, along in there sometime.

By Trial Examiner Myers:

Q. How long was it after you talked to Dan Sommer when he told you the company would no longer recognize the KEA as the exclusive bargaining agent

1964 for the men?

A. Possibly a day or two, something like that.

Q. And either that day or the next day you went back to Dan Sommer, is that right?

A. Yes, sir.

Trial Examiner Myers. All right.

The Witness. Very shortly afterwards.

By Mr. Champion:

Q. What did you report, if anything, to Mr. Dan Sommer when you went back to him after this general meeting of the KEA?

A. Well, I said, "We have some cabinets and we have some other things up there, and a key here that we are going to turn back to you. We quit." That was essentially what I said.

Q. Did you tell him that the KEA had dissolved?

A. Yes, I said that we quit. I don't know whether I used the word "dissolved." I know that we quit.

Mr. Champion. Mr. Examiner, would this be a proper place to quit here?

Trial Examiner Myers. If you think so, I would be very glad to adjourn for lunch.

Is that agreeable with everybody?

Mr. Barr. Mr. Examiner, at this time, I hesitate to do this, but I am going to call the attention of the record to the fact that throughout this trial when adverse
1965 witnesses to the Board have been called Mr. Rosell has caused a card to face the witness on which nothing appears except the words "United States Government" on his table, giving the impression, apparently, that the United States Government was at the table, when at the table there was no one there except Mr. Rosell and Mr. Vernon Bailey and the other C. I. O. men have filled that table all the time, and I asked him twice through this trial not to have that card showing there to make the witness apparently think that that is the Government table. It looks official. It is nothing but a group of C. I. O. men, except for Mr. Rosell.

Trial Examiner Myers. That is a calendar, is it not?

Mr. Barr. Well, yes, but a witness can not see that it is a calendar. All it shows is this part here (indicating), "United States Government," on a card showing that this table is the official United States Government table. I

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turned it down this morning and I asked him if he would not mind having it like that, and he immediately turned it back up.

I put that in the record simply so that will show, and he does not have it there except when an adverse witness to the Board is on the stand.

Mr. ROSELL. I need not say that the remarks of Mr. Baer are completely untrue, that Mr. Baer asked me what that was and I said that that was a calendar.

1966 It is the very calendar he used repeatedly during this record. At no time has he asked me——

Mr. BARR. Didn't I ask you? I asked you three weeks ago at the very start of this hearing and I asked you again this morning.

Mr. ROSELL. He never asked me, Mr. Examiner, and I want the record to clearly show that it is a calendar of the United States Government used by the Board and all other Government agencies.

Mr. BARR. Well, now, just look at——

Mr. ROSELL. Just a moment, Mr. Baer. Let me complete my sentence.

And I wish to state for the purposes of the record that this calendar has remained there at all times through all witnesses, whether they have been Board witnesses or anybody else's witnesses, that this is nothing but a calendar that has been used by all parties throughout this hearing, that it has been in my file with other papers for the purpose of the convenience to use to show witnesses, and that Mr. Baer has used it, that there have been no ulterior motives, that it is purely and sheerly the fabrication and imagination of Mr. Baer.

If it troubles him I certainly will take it down, but I do wish to remove from the record any implications attributed to that by Mr. Baer.

1967 I might also say that I am a representative of the United States, but that is not of any matter to be argued with except that Mr. Baer has attempted to attribute ulterior motives where none exists.

Mr. BARR. I was afraid that one of these things might happen. It appears as though Vernon Bailey is a United States Government man sitting right there.

Trial Examiner MYERS. Well, Mr. Bailey has been

identified here as being a union representative. He has been pointed out to everybody as a union representative.

Mr. Baer. I did mention it twice to Mr. Rosell and I thought that from courtesy at least it should be removed.

Mr. Rosell. I wish to make it perfectly clear that Mr. Baer never asked me to remove it.

Trial Examiner Myers. Well, he has asked you now, and please turn it around so that the United States Government is not showing.

Mr. Rosell. I will do that. That is ridiculous, the whole thing is ridiculous.

Trial Examiner Myers. I think this will clear the matter up. Anybody else sitting at the table, the employees of the company knew who Mr. Bailey was. He was identified and pointed out, and everything else.

We will stand adjourned now until 1:30 o'clock.

(Whereupon the hearing was in recess until 1:30 o'clock, p. m.)

1968 AFTER RECESS

(Whereupon the hearing was resumed, pursuant to recess, at 1:30 o'clock p. m.)

Trial Examiner Myers. Are you ready to proceed, Mr. Champion?

Mr. Champion. Yes, sir.

Trial Examiner Myers. Are you ready to proceed, Mr. Rosell?

Mr. Rosell. Yes, Mr. Examiner.

Trial Examiner Myers. I see that Mr. Baer is not here. Is it all right to proceed in his absence?

Mr. McGrath. I think we can go ahead without him.

Mr. Champion. Mr. Reporter, what was the last question and answer, please?

(Record read.)

Mr. Rosell. Mr. Examiner, if I may interrupt at this point, Mr. Champion, I straightened out some exhibits and I find that I have Board's Exhibit 101 which I had withdrawn to have copies made, so I would like to put that in at this time and submit copies of it to counsel.

Trial Examiner Myers. The copies are received, subject to checking by counsel for the respondent and by counsel for the intervener.

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Mr. CHAMPION. Will you read that last question and answer again, please?

(Record read.)

By Mr. CHAMPION:

Q. Mr. Hogue, you testified about a conference you had with Mr. Dan Sommer in his office, fixing the time, I believe you said as best you could, in the latter part of March, 1937, at which time he gave you certain information that you testified to about the company no longer recognizing or dealing or doing business with the K. E. A. Now, in that meeting, did Mr. Sommer make any suggestions to you about what the K. E. A. should do?

A. No.

Q. And did you make any suggestions to him or any statements as to what you thought they should do?

A. No.

Q. Now, you have previously testified that after this meeting of the general committee of the Alliance——

Mr. MAHANNAH. The K. E. A.

Mr. CHAMPION. K. E. A. Thank you.

By Mr. CHAMPION:

Q. (Continuing)—after this meeting of the general committee of the K. E. A. that you reported back or you took—you went to Mr. Sommer and reported the action of the K. E. A. general committee?

A. That is right.

Q. Now, at that conference or meeting with Mr. Sommer, Dan Sommer, did Mr. Dan Sommer say anything to you or suggest anything to you about what the employees should do, if anything, or about any new organization or anything of that sort?

A. No; no.

Q. And did you make any statement to him as to what you thought the employees should do, what they were going to do, or anything?

A. No.

Q. Now, do you recall the first information you gave the management, or any of its officers, in reference to the Independent Steel Workers Alliance?

A. We sent a letter to them shortly after we were organized,——

Q. Well, I just——

A. (Continuing.) About a meeting with them, or words to that effect.

Q. I will ask you to look at Respondent's Exhibit No. 2 and state if that is the letter you have just referred to in your testimony?

A. Yes, this is it.

Q. And is that the first communication or contact that you had with the management concerning the Alliance by means of this letter? Was that the first conference?

A. Yes, sir.

Q. Now, Mr. Hogue, to your knowledge, what, as far as you participated in any way, what was the first meeting of any group interested in the Alliance, or interested in any organization subsequent to the dissolution of the K. E. A.?

1971 A. I think around on possibly April 8 or 10, or 11, or around in there, it was, oh, some days or two weeks, perhaps, after the old K.E.A. dissolved.

Q. After the K.E.A. dissolved?

A. Yes.

Q. Where did that meeting take place, Mr. Hogue?

A. That was over at a tavern in Bartonville.

Q. Was it known as any hall?

A. Heitzman's Hall.

Q. And how many were present at that meeting?

A. Possibly eight or ten were there.

Q. And how did they happen to get together at that meeting?

A. Well, just, I guess, by word of mouth passed around.

Q. Where?

A. Oh, possibly in the plant washroom, or wherever it was at, I don't just remember.

Q. And if you recall, what prompted—if you recall any facts, any circumstances that prompted that meeting of the eight or ten there at Heitzman's Hall?

A. There had been quite a bit of comment that there was no organization at the Keystone and the workers were sort of interested in what, if anything, was going to happen to the men down there on grievances. Some men had grievances and did not know what to do with them.

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Q. Can you remember the names of some of the
1972 men who were in that group of eight or ten that met at Heitzman's Hall, as best you can, will you enumerate them for us?

A. Henry Moon, I believe was there; Harry James; Otis Waldron; myself; I don't know, there was some more there that I don't recall.

Q. Now, what was done at that meeting of the group of eight or ten, or what was discussed?

A. Well, they talked about an organization for a little while, but there were so few there that they figured there wasn't any need of doing a whole lot of talking with just a handfull there, so the decision of that group was that the thing to do would be to call another meeting, and each of them go out and try to pass the word around so that the next meeting would be one at which each department was represented.

Q. Was there a date fixed at this meeting you have just related of the eight or ten for the next meeting?

A. Yes, there was.

Q. What was that date?

A. That was, well, oh, possibly four or five or six days later. It was not very far away.

Q. Are you able at this time to ascertain the definite day of the month that this meeting occurred that you referred to?

Q. About the middle of the month, either the 15th or 16th.

Q. Of what?

1973 A. April.

Q. Of what year?

A. Of 1937.

Q. Now, was there a meeting of April 16, 1937?

A. Either the 15th or 16th, yes, there was.

Q. All-right. The 15th or 16th of April, was there a meeting of the employees of the Keystone Steel & Wire Company anywhere?

A. That is right.

Q. And where was that meeting held?

A. That was held at the same place, over Heitzman's Hall, over Heitzman's Tavern, upstairs. We called it Heitzman's Hall.

Q. How many were present at that time?

A. There were possibly, oh, twenty-five or forty, around in there, a pretty sizable bunch.

Q. And what action, if any, was taken at that meeting, or what was discussed, and what action was taken, if any, at that meeting of the employees of the Keystone, that you said was held at Heitzman's Hall on April 15 or 16, of 1937?

A. Well, they had a general discussion on what each man felt should be the type of organization we should have down there, and after that discussion they took a vote on whether or not, if I remember right, whether they were to have it on an employee group, I think that was our decision, either we took a vote or else we decided merely by agreement that we should have an employer—or rather, an employees' organization.

1974 Q. Now, was any action taken at that meeting of April 16, 1937, in reference to an appointment of any committee?

A. Yes.

Q. What committee was appointed by that group, if any?

A. A committee to prepare a constitution and bylaws.

Q. And do you remember the names of the men that were appointed—strike that.

First, how many men were appointed on that committee?

A. Four, two from each side, the wire mill and steel mill.

Q. And do you remember the names of the men that were appointed on that committee at the meeting of April 15 or 16, 1937?

A. Well, Harry James is one and Otis Waldron—no, it was not Otis Waldron, Harry James and William McGowan, I believe was another one, and Earnest Sering, and another one, I don't really know who it was—oh, and Fred Liesch.

Q. Now, was there any further date fixed—was there a date fixed at that meeting for a subsequent meeting?

A. Yes.

Q. And do you remember the date that the subsequent meeting was to be held on?

A. Yes, April 21,—that is in the minute book.

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Q. Of what year?
A. Of 1937.
Q. Now, did you attend the meeting of April 21, 1937?
1975 A. April the what?
Q. 21, 1937?
A. Yes, I did.
Q. Where was that held.
A. At the hall over Heitzman's Tavern.
Q. And would you be able to estimate in your mind the approximate number of employees of the Keystone that were present at the beginning of that meeting on April 21, 1937?
A. There was quite a large group there; possible seventy-five or so.
Q. And were there more came in after the meeting started?
A. Yes.
Q. Now, what happened, if you can recall offhand, at that meeting on April 21, 1937, at Heitzman's Hall?
A. Well, we had a report from the four men who were on the committee on constitution and bylaws, and they read what they had prepared up to that time.
Q. Were there applications, membership applications, received and approved at that meeting?
A. Yes, there were.
Q. Did the assistant secretary read the constitution and bylaws?
A. Yes, yes he did.
Q. That had been prepared up to a certain point?
A. Up to that time. They were not 100 percent finished.
1976 Q. Was that meeting open to anyone who wanted to come there, as far as workmen of the Keystone were concerned?
A. Yes, it was open to everyone.
Q. I forgot—well, now—strike that.
At that meeting, prior to the adjournment, was there a date set for a subsequent meeting to that meeting?
A. Yes.
Q. Can you tell me offhand what the date fixed for the subsequent meeting was?
A. It was just a short time later, possibly a week.

Q. Well, to refresh your recollection, and I think these exhibits are in evidence, Mr. Examiner, of these minutes, starting, I believe, April 21, 1937, was the subsequent meeting to be held April 27, 1937?

A. It could have been that date.

Mr. Champion. Mr. Reporter, I will ask you to mark as Intervener's Exhibit No. 1, the book which I now present to you.

(Thereupon the book referred to above was marked "Intervener's Exhibit No. 1" for identification.)

By Mr. Champion:

Q. Mr. Hogue, I will ask you to look at the book that that I hand you which has been marked for identification as Intervener's Exhibit No. 1, and state, if you know, what that is.

A. That is our minute book.

1977 Q. That is the minute book of what organization?

A. Of the business of the Independent Steel Workers Alliance, or the general committee of the Independent Steel Workers Alliance.

Q. And does that, to your best knowledge, represent correctly the minutes of the various meetings as they occurred that are contained in this document?

A. Yes.

Mr. Champion. Intervener would like at this time to offer in evidence the exhibit marked as Intervener's Exhibit No. 1, being the minute book of the general committee of the Alliance.

Trial Examiner Myers. Is there any objection?

Mr. Rossell. No objection.

Mr. Bass. We object to it, in so far as it would be binding on the company, on any material in there, that it has no reference or any materiality as far as anything the company ever did, and it would not be binding on the company.

Trial Examiner Myers. The objection is overruled and the book is received in evidence, and I will ask the reporter to please mark it as Intervener's Exhibit No. 1.

(The document heretofore marked "Intervener's Exhibit No. 1" for identification was received in evidence.)

By Mr. Champion:

Q. Now, Mr. Hogue, to refresh your recollection so

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that you will not have to rely on your memory
1978 alone, I ask you to turn to the second page on which there is typewritten matter and headed, "Minutes of Meeting of the Temporary General Committee of the Independent Steel Workers Alliance at Heitzman's Hall in Bartonville, Illinois on Tuesday, April 27, 1937, at 4:00 p.m.," and state whether or not there was a temporary chairman and a temporary secretary and a temporary assistant secretary selected at that meeting.

Mr. Rosell. Which meeting is that, Mr. Champion?

Mr. Champion. April 27.

The Witness. April 27? Yes, there were.

By Mr. Champion:

Q. Now, were there any temporary committees, or special committees appointed at that meeting?

A. Yes, there were.

Q. And that is shown by the exhibit which you have in your hand?

A. That is right.

Q. Just what committees were appointed there?

A. The rules committee, wage and working conditions committee, and seniority committee.

Q. I will ask you whether that record shows, and whether in fact this action was taken and whether any action was taken in reference to the adoption of the bylaws?

A. They were.

Q. And were they finally adopted as read?

A. That is right.

1979 Q. And were those committees then selected, authorized in that meeting, to meet with the management?

A. They were.

Q. Now, wait a minute. To meet with the management in reference to securing temporary contracts, agreements, and so forth?

A. Yes, sir.

Trial Examiner Myers. What meeting is this?

Mr. Champion. April 27.

Trial Examiner Myers. Where is that in the minutes?

Mr. Champion. "We also recommend that the temporary chairman appoint the following temporary com-

mittees: wage committee and seniority committee, so that these committees may contact the management of the Keystone Steel & Wire Company to arrange for temporary contracts, agreements, etc., until such time as duly elected and qualified officers and permanent committees can make such permanent contracts and agreements as are deemed right and proper for our membership."

Now, subsequent to that meeting of April 27, I will ask whether or not you and any members of the committee waited upon management?

A. Yes.

By Mr. CHAMPION:

Q. When was that in reference to that meeting of April 27?

A. The very next day.

1980 Q. April 28?

A. That is right.

Mr. MCGRATH. What year?

The WITNESS. 1937.

By Mr. CHAMPION:

Q. Mr. Hogue, I will show you Board's Exhibit No. 9 and call your attention to that portion commencing with the fourth page thereof, and continuing through the seventh page thereof, and I will ask you to look that over at least sufficiently so that you can identify it, or state whether you know anything about it.

Mr. BARR. Was that Exhibit No. 9?

Mr. CHAMPION. Yes.

Mr. BARR. May we be off the record for a moment?

Trial Examiner MYERS. Off the record.

(Discussion off the record.)

Trial Examiner MYERS. On the record.

The witness indicates that he has finished reading the exhibit, Mr. Champion.

By Mr. CHAMPION:

Q. Have you read that portion which I have indicated in my previous question, and is it your belief that that correctly sets for- the minutes of the meeting of the committee of the Alliance and the management on April 28, 1937?

A. As far as I remember, it does.

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Q. Now, I will ask you whether or not at that
1981 meeting with the management on April 28, 1937,
you had with you any evidence of the membership
at that time, of the Alliance?

A. Well, we did. I did not, but Earl had a bundle of membership applications.

Q. And how many applications, or how many members did you have, as indicated by those signed application cards at that meeting?

A. There was almost 1,000, about 970 or 975, around in there.

By Trial Examiner MYERS:

Q. What meeting was this?

A. Sir?

Q. What meeting was this?

A. April 28.

Mr. CHAMPION. 1937.

The WITNESS. 1937.

By Trial Examiner MYERS:

Q. Oh, this is when you went to Mr. Sommer. How many did you have on April 27?

A. April 27, it was about 970. We had nearly 1,000.

Q. On the 27th?

A. Yes, sir.

Q. Well, how many did you have on the 22nd of April, 1937?

A. Oh, I think we had 800 and some, around in there somewhere.

Q. How many employees were there at the plant at that time?

A. I think we found there were some 1400, approximately.

Q. And that included what employees?

A. Plant employees, outside of office or foremen,
1982 and things like that, who felt we were not eligible
for membership.

Q. Eligible for what?

A. That is, for membership in our union.

Q. For membership in your union, the Alliance?

A. Yes, sir.

Q. I thought anybody, any employee could become a member of the union.

A. Oh, no, we do not have any foremen in there.

Q. I said from any plant, I did not say foremen.

A. They can.

Q. And you do not take any clerical help?

A. Yes, sir, we do, now.

Q. I am talking about in 1937.

A. That is, certain ones, we do. Those who we know are——

Q. Well, your constitution is the thing that you go by as to the eligibility, is that right?

A. Yes, sir.

Trial Examiner MYERS. All right. Go ahead, Mr. Champion.

By Mr. CHAMPION:

Q. I will ask you whether or not at the meeting of April 28, 1937, with the management, that you and the committee of the Alliance demanded and received recognition as the bargaining agent of the employees?

Mr. ROSELL. Mr. Examiner, I will object to that question.

Trial Examiner MYERS. Will you read the question, please, Mr. Reporter?

1983 (Record read.)

Trial Examiner MYERS. Now, what is it all about?

Mr. ROSELL. My objection, Mr. Examiner, is the fact that the minutes are the best evidence of that.

Trial Examiner MYERS. Well, I will overrule the objection. I agree with you to a certain extent, but go ahead, Mr. Champion.

By Mr. CHAMPION:

Q. And has the Alliance continued from that date down to the present time as the bargaining agent of the employees?

A. That is right.

Q. Now, I will ask you, Mr. Hogue, whether or not at the meeting you say that was held somewhere around the 8th, 9th, 10th, or somewhere, of 1937, of April of 1937, and the meeting of April 16, 1937, and the meeting of

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April 21, 1937, whether any officers or representatives of management were present at any of those meetings?

A. No, there were none.

Q. I will ask you, since the formation of the Alliance and its—strike that.

I will ask you whether or not, since the formation of the Alliance, any officers or representatives of management have been present at any of the meetings of the Alliance?

A. To the best of my knowledge, there was——

Q. Well, answer yes or no, and after you answer—if you answer "Yes", then you can explain it.

1984 A. Yes.

Q. All right. On what occasion was anyone present representing the management?

A. Well, there was a Mr. Walfeld of the Peoples Federal Loan & Savings Association, and Mr. Dan Sommer came to our hall.

Q. Was that at their solicitation or your invitation?

A. That was at our invitation.

Q. And for what purpose?

A. To take and sign a bond drive that was about to take place.

Q. Was Mr. Walfeld of the Federal Building & Loan Association actually in charge of a certain phase of that bond drive, do you know?

A. Yes, he was.

Q. And about when was that, if you recall, to your best recollection?

A. It would seem to me like that was in the first drive, either that came out or we took part in, I think it was the first bond drive.

Q. Would you remember the year or not, or would you try to?

A. I would say it was in 1942.

Q. Yes. Now, what was done when they appeared there at the meeting, in reference to the general business of your meeting?

A. Well, we had a recess.

1985 Q. In other words, you suspended——

A. That is right.

Q. (Continuing.) Business as far as the Alliance was concerned, I meant, routine business?

A. Yes.

Q. Now, outside of that incident which you have just related, I will ask you whether or not, to your knowledge, any officer or any representative of the Keystone has ever been present at any meeting of the Alliance?

A. Yes, there was one other time.

Q. All right. Tell me about that.

A. The wire drawers invited Superintendent Moritz up one time on a matter of collective bargaining.

Q. Well, was that a matter which the Alliance had up for discussion with the management?

A. Yes, it was.

Q. All right. Now, outside of those two instances, are there any other instances to your knowledge when any officer or representative of the management was present at the Alliance meeting?

A. I don't ever recall any more.

Q. Has the company contributed,—the management of Keystone Steel & Wire Company contributed any money, advice or counsel to or with the Alliance or its officers since its formation?

Mr. Rosell. I will object to that, Mr. Examiner.

1986 Trial Examiner Myers. Will you read that question, please?

(Record read.)

Mr. Champion. Concerning the management or the affairs of the Alliance.

Trial Examiner Myers. I will overrule the objection. If he knows.

Mr. Champion. If you know.

The Witness. Not to the best of my knowledge, never.

Trial Examiner Myers. I will overrule the objection. If he knows.

Mr. Champion, do you want a few moments to go over your notes?

Mr. Champion. Please, yes, sir.

Trial Examiner Myers. We will take a five minute recess. If you need more time let me know. You may step down, Mr. Witness.

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(Whereupon a brief recess was had after which the proceedings were resumed as follows):

Trial Examiner MYERS. Are you ready, Mr. Champion?

Mr. CHAMPION. Yes, sir.

Trial Examiner MYERS. Are you ready to proceed, Mr. Baer?

Mr. BAER. Yes, sir.

Trial Examiner MYERS. Are you ready to proceed, Mr. Rosell?

Mr. ROSELL. Yes, sir.

Trial Examiner MYERS. Very well, sir. You may
1987 proceed, Mr. Champion.

By Mr. CHAMPION:

Q. Mr. Hogue, you were one of the organizers of the Alliance?

A. Yes, sir.

Q. I will ask you whether or not any officer or any representative of management of the company prior to the time of—strike that out, "prior to the time of"—ever in any way interfered with or dominated or dictated anything in reference to the formation or the policies of the Alliance?

Mr. ROSELL. Mr. Examiner, I object.

Trial Examiner MYERS. Will you read that question, please?

(Record read.)

Trial Examiner MYERS. All right. If he knows. I will overrule the objection.

The WITNESS. We were never interfered with by any officer or management of the Keystone Steel & Wire Company, to my knowledge.

By Mr. CHAMPION:

Q. In the formation or subsequent to the formation of the Alliance?

A. No, sir.

Q. Have you ever received any compensation or money or things of value from the management or the employment at any time during the formation of the Alliance or subsequent thereto, and down to the present date, in connection with your duties as an officer of the Alliance?

1988 A. No, sir.

Q. To your knowledge, has any member or any committeeman of the Alliance ever been paid any money or

given anything of value by the management during the formative period, or subsequent thereto, of the Alliance down to the present date?

A. One time, a five cent cigar. Nothing of money or anything of that kind. That is the only thing I ever know of.

Q. Now, I want you to explain to the Examiner what the management does, if anything, in reference to the time of the members of committee meetings with the management on matters of concern between the Alliance and the management in reference to any pay?

A. Well, whenever a committeeman is on his job during the time that a meeting is scheduled and he leaves his work to attend the meeting, he is not to be docked for that.

Q. Are any members of your committees paid by the management anything for the time which they spend in connection with conferences between the Alliance and the management on affairs of interest between them, outside of the working hours of that member of that committee?

A. No.

Q. Is anything paid to the members of the committees of the Alliance meeting with management in reference to company business or affairs of interest between the Alliance and the management, where those members
1989 of the committee are meeting outside of their working hours?

A. The Alliance pays that.

Q. And on what basis?

A. Well, we have a fixed charge. If they came from home, I believe they are given, I think it is 50 cents for transportation, or something like that. I ain't sure. I think that also there is a charge if they are held over, that the Alliance pays. I ain't sure about that, whether we adopted that. What's his name, Earl, he takes care of the payroll. I don't.

Q. I will ask you whether or not management has ever furnished the Alliance with any meeting place during the formation of the Alliance or since the formation of the Alliance?

A. No.

Q. You did, as I understand it, rent office space from

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them for some short time after the formation of the Alliance, is that true?

A. Yes, that is right.

Q. And did you pay the management for that?

A. All the time, yes, sir.

Q. And do you remember what that payment was?

A. We paid, I think it was, $10.00 a month for a small attic room that we had.

Q. And that is where the records and stuff of the Alliance were kept?

A. That is right.

1990 Q. Now, Mr. Hogue, I am going to ask you about this death benefit—strike that—about this benefit plan of the Alliance. Does the Alliance have a benefit fund plan?

A. Yes, sir.

Q. I just hand you these papers to refresh your recollection, and I will offer them in evidence later, Mr. Examiner.

Can you refresh your recollection as to about the date that the benefit fund plan was adopted by the Alliance?

A. It was in December of 1940, I think.

Q. Now, previous to the putting of that plan into effect, did you, as president of the organization, take up with the State Department of Insurance, your right to conduct that fund?

A. I did.

Q. And did you write a letter to the Department of Insurance, Springfield, Illinois, asking for information on that?

A. Yes, sir.

Q. I ask you to look at the instrument shown you, marked for identification as Intervener's Exhibit No. 2, and state if that is a true and correct copy of the letter which you wrote to the Director of Insurance?

(Thereupon the document above referred to was marked "Intervener's Exhibit No. 2" for identification.)

A. Yes, that is it.

Mr. CHAMPION. Intervener offers in evidence Exhibit marked as Intervener's Exhibit No. 2, and I will

1991 state that we will furnish copies of this to counsel. I do not have them prepared at this time.

Trial Examiner Myers. Is there any objection, gentlemen?

Mr. Rosell. No objection from the Board.

Mr. Barr. We object to it on the grounds that it apparently makes reference to a play of the Keystone employees that is not all inclusive, and is limited to members of the Alliance, and in so far as the company is concerned, it is not binding in any way to show any discrimination on the part of the company in favor of one group over another, and we had nothing to do with it whatever, and on the grounds we object to it that it is not binding upon the company.

Trial Examiner Myers. I will overrule the objection and receive the paper in evidence and I will ask the reporter to please mark it as Intervener's Exhibit No. 2.

(The document heretofore marked "Intervener's Exhibit No. 2" for identification was received in evidence.)

By Mr. Champion:

Q. Mr. Hogue, I will ask you whether or not you received a reply from the Department of Insurance in reply to the letter which you have just identified and which just has been admitted in evidence, marked Intervener's Exhibit No. 2?

A. Yes.

Mr. Champion. I will ask the reporter to mark this document as Intervener's Exhibit No. 3 for identification.

1992 (Thereupon the document above referred to was marked "Intervener's Exhibit No. 3" for identification.)

Trial Examiner Myers. And you are going to supply duplicates?

Mr. Champion. Yes, sir.

By Mr. Champion:

Q. I will ask you to look at the paper handed you which has just been marked for identification as Intervener's Exhibit No. 3, and I will ask you to state whether or not that is the answer which you got from the Department of Insurance in the State of Illinois in reply to the letter which you have identified and which has been admitted in evidence as Intervener's Exhibit No. 2?

A. Yes, it is.

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Mr. Champion. Intervener offers in evidence exhibit marked Intervener's Exhibit No. 3, and we state that we will furnish copies—and if admitted, we will furnish copies.

Mr. Rosell. No objection from the Board.

Mr. Barr. In so far as the company is concerned, we object to it on the ground that it is immaterial, along with our previous objection.

Trial Examiner Myers. I will overrule the objection and receive the paper in evidence, and I will ask the reporter to please mark it as Intervener's Exhibit No. 3.

1993 (The document heretofore marked "Intervener's Exhibit No. 3" for identification was received in evidence.)

By Mr. Champion:

Q. Now, Mr. Hogue, I wish you would explain, in a brief manner, the operation and plan of this benefit fund plan, how it operates, what its purpose is.

A. Well, the purpose of it is to provide quick and ready cash to the members or to their families whenever we have a member pass on. We are expected to make the payment within twenty-four hours after the member dies, and the dues for that, there is no regular dues on it, and when a man dies, at the next payment of dues, a 25 cent assessment is levied on those who are members of the plan.

Q. Now, let me ask you, is it optional with the members of the Alliance whether or not they join the benefit fund plan?

A. Yes, sir, it is optional.

Q. And do they sign an application for membership in that benefit fund plan?

A. That is right; they do.

Mr. Champion. Mr. Reporter, will you please mark this document as Intervener's Exhibit No. 4 for identification?

(Thereupon the document above referred to was marked "Intervener's Exhibit No. 4" for identification.)

By Mr. Champion:

1994 Q. I will show you an instrument which has been marked for identification as Intervener's Exhibit

No. 4, and I will ask you to state whether or not that is an application for membership in the benefit fund plan of the Independent Steel Workers Alliance?

A. Yes, sir; it is.

Q. And each member of the Alliance has the option to join this benefit fund plan if he so desires?

A. Yes.

Q. And if he does, he signs this application of membership?

A. Yes, sir.

Mr. CHAMPION. Intervener at this time offers in evidence document marked for identification as Intervener's Exhibit No. 4.

Trial Examiner MYERS. Is there any objection?

Mr. ROSELL. No objection.

Trial Examiner MYERS. Do you have any objection, Mr. Baer?

Mr. BAER. No objection.

Trial Examiner MYERS. There being no objection, the paper is received in evidence, and I will ask the reporter to please mark it as Intervener's Exhibit No. 4.

(The document heretofore marked "Intervener's Exhibit No. 4" for identification was received in evidence.)

Mr. CHAMPION. Mr. Examiner, have you seen it?

Trial Examiner MYERS. Yes, sir.

1935 Mr. CHAMPION. I will state now that we will furnish copies to counsel.

By Mr. CHAMPION:

Q. Now, if a member of the Alliance, who is also a member of the benefit fund, passes away, from what source does the money come that pays this death benefit of $200.00?

A. Well, that comes from—that is from the assessment collected at the last time of death, or that is, at the time we had the last death.

Q. Well, what is the amount of the assessment per death?

A. It is a quarter.

Q. Twenty-five cents?

A. Every time.

Q. And that is assessed against every member of the organization, who is also a member of the benefit fund plan?

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A. Yes, sir.

Q. And by that, in a practical result, if you have maybe no deaths for several months, or only one death, say, for several months, there is a surplus accumulates as a result of that assessment against the benefit fund plan members of your organization, isn't there, sometimes?

A. Yes, sometimes; that is right.

Q. Do you have any plan that you follow as to a certain amount in that fund before you levy the assessment against the members who are members of the benefit fund plan?

1996 A. Yes, sir.

Q. Well, what is that amount?

A. Well, if there was as much as $750.00 in the fund, we would pass up one death without making any assessment whatever.

Q. And to whom do you pay this death benefit fund?

A. That is to whoever the member should take and designate as the beneficiary.

Q. And is that paid within twenty-four hours after death, if possible?

A. It is always paid if we hear about it in that time.

Q. Would you be able to estimate with a reasonable degree of accuracy, the number of payments made for deaths under this benefit fund plan since its inception in 1940?

A. I think we paid out some,—I am not just sure of the amount, we have that, our secretary has that,—I think it is approximately thirty-three, around there, some sixty-three hundred dollars we paid out.

Q. And without cluttering up the record any further, you have a form designated as "Proof of Death"?

A. Yes, sir.

Q. In the event of the death of one of your members who is also participating—is a member of the death benefit fund plan?

A. That is right.

Q. Do you have bylaws covering this benefit fund plan?

1997 A. Yes, sir.

Mr. Champion. I will ask the reporter to mark this document for identification as Intervener's Exhibit No. 5.

(Thereupon the document above referred to was marked "Intervener's Exhibit No. 5" for identification.)

By Mr. CHAMPION:

Q. I will hand you, Mr. Hogue, an instrument marked as Intervener's Exhibit No. 5 for identification and I will ask you to state whether or not that states correctly the bylaws governing this benefit fund plan?

A. Yes, sir, that is it.

Trial Examiner MYERS. Are you offering that paper?

Mr. CHAMPION. I am going to in a moment.

Trial Examiner MYERS. Is there any objection?

Mr. CHAMPION. The Intervener offers in evidence the exhibit marked as Intervener's Exhibit No. 5 for identification.

Trial Examiner MYERS. Do you have any objection, gentlemen?

Mr. ROSELL. No objection from the Board. I was wondering if Mr. Champion will have copies of that.

Mr. CHAMPION. I will say that I will hand the Examiner two of these, and I will furnish copies to counsel later.

Mr. ROSELL. Thank you.

Mr. BAER. No objection.

Trial Examiner MYERS. There being no objection, the paper is received in evidence, and I will ask the
1998 reporter to mark it as Intervener's Exhibit No. 5.

(The document heretofore marked "Intervener's Exhibit No. 5" for identification was received in evidence.)

By Mr. CHAMPION:

Q. Now, Mr. Hogue, I will ask you if there is any prescribed procedure for handling grievances by the Alliance?

A. Yes.

Q. Will you just state generally, if you will, what their system or plan is?

A. Well, if it is an individual grievances, the grievance is handed to his department committee, to the first one of the committee that the member finds available, and if it is merely a matter of schedule, something like that, the one committeeman can handle it, he takes it up with the foreman immediately and tries to effect a settlement of it.

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If it is something that there is something about which there might be some controversy, then he contacts the other men on the committee as soon as possible, so as to get a majority of the committee together, before they take any further action. Then they meet with the foreman and talk the case over. If the case is settled, that is the end of it. If it is not settled, it goes on to the superintendent, if it is the steel mill, it goes to the steel mill superintendent, and if it is in the wire mill, it goes to the wire mill superintendent. Then if the case is settled with that superintendent, that ends it. If it
1999 is not settled, then that department committee turns the case over to either I or Earl and we in turn summon the wage committee or seniority committee, according to the type of grievance it might be.

Q. Now, if it is a matter involving seniority, it is referred to the seniority committee for final determination of it, if it is not determined previous to that stage, it would be handled by the standing seniority committee?

A. Yes.

Q. And if it was a matter involving wages, it would be handled by the standing wage committee, is that true?

A. After they take the case and they take it, that is, take it up for D. P. Sommer, the general superintendent.

Q. And is there a provision that in the event you cannot reach a satisfactory arrangement, is there a provision in your constitution and bylaws or your contract—strike that.

Is there a provision in your contract that if it cannot be disposed of with Mr. D. P. Sommer, that it can further be taken up with the executive committee of the management?

A. That is right. Then if there is no settlement made, then we have a right to take and proceed, that is, along the lines as far as the law will permit, on a strike.

Q. Now, how are matters handled in which there are differences or complaints affecting the general working conditions in a department handled by the Alliance?

A. Well, if we had a case of seniority between
2000 two members in a department, then we notify those to appear at a hearing at the hall at Bartonville, Illinois, in our hall, and the seniority committee is notified

to attend, and in addition any other men who know anything about the case are also invited to attend, if either of the complainants know who such a person might be. Then they have a regular hearing on the seniority case, and after all the evidence has been heard on it, then the seniority committee themselves make whatever recommendation they feel is right and proper in the case.

Now, on the wage committee, I know they will take a case, as I say, after the committee or local committee, department committee, has had the case and they can not effect a settlement, if it is on wages, then the wage committee will take hold of it and present it to Mr. D. P. Sommer.

Q. Now, do I understand that on the question of grievances of individual members, or individual grievances, that under the rules of the company an individual can take that up direct with the company?

A. Yes, that is right.

Q. Now, I will ask what the attitude of the Alliance is in reference to what are termed individual complaints of members of the Alliance and nonmembers of the Alliance.

A. Well, individual complaints of members are handled as expeditiously as is possible, but any case from a nonmember, our policy has been that we merely
2001 inform him he has a right to take up his case himself. That is the difference between membership and nonmembership in the organization.

Q. In so far as individual complaints are concerned?

A. That is right.

Q. Now, as far as the Alliance acting as collective bargaining agent for the men as to matters affecting general working conditions, wages, and so forth in the department, who does the Alliance represent on those matters?

A. Everyone, members and nonmembers.

Q. I am going to direct this question in a general way to you, Mr. Hogue, as to what have been some of the major matters affecting general working conditions there in the plant that have occurred since the formation of the Alliance between the Alliance and the management.

A. Well, we have always been active, very active in seniority matters.

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Q. Before we get into that, I am going to just direct your attention—do you have a vacation plan down there?

A. Yes, we do have a vacation plan.

Q. Had that vacation plan come into existence since the formation of the Alliance?

A. No, sir.

Q. All right. Has it been changed in any way since the Alliance has come into existence?

A. Yes.

2002 Q. Will you tell what the plan was in effect previous to the Alliance becoming the bargaining agent and what it has been since the Alliance has become the bargaining agent, if you know?

A. Well, before the Alliance was organized, I am sure that we got one week vacation for five years or more.

Q. Five years what?

A. Five years of continuous service and up to ten.

If we had in ten years of continuous service we got two weeks vacation with pay.

Q. This was previous, now, to the time that the Alliance became the bargaining agent?

A. That is right.

Q. All right. Now, what is the plan since the Alliance has become the bargaining agent?

A. Well, we had it changed.

By Trial Examiner Myers:

Q. Now, just tell us what the plan is.

A. It is one day for a year up to ten years.

Q. When was it changed?

A. I think in the second year of our organization.

By Mr. Champion:

Q. That would be about 1939, then?

A. Perhaps, or thereabouts.

Q. And was that as a result of anything—of negotiation with the company by the Alliance that this plan was changed?

2003 A. Yes, we have tried since that time to take and better it again. We have asked for several different plans that would make it better, and they have one before them now.

Q. Now, what about the profit sharing plan since the

Alliance has become bargaining agent? Has there been any change in the profit sharing plan of the management for the employees?

A. There was one change.

Q. I do not want you to go into a lot of detail. Just give us the particular change you have in mind.

A. That only thing I can recall right off without seeing a copy of the plan was that on the first million dollars, that is, of net profit, we got, I think, originally $40,000.

Q. That was 4 per cent?

A. Yes.

Q. And then?

A. And then——

Q. Well now, that was previous to the formation of the Alliance or previous to the Alliance becoming the bargaining agent?

A. Yes.

Q. What is the percentage that the employees get in this profit sharing plan on this first net million dollars of profit?

A. Well, it is $60,000 now.

Q. Well, that is 6 per cent?

2004 A. Six percent.

Q. Was that change made as a result of any negotiations or demands by the Alliance upon the management?

A. Yes, it was, and we have asked for a higher percentage two times after that for our members.

By Trial Examiner Myers:

Q. For the members?

A. That is for all Keystone employees. Everyone shares in that.

By Mr. Champion:

Q. Of course, in the vacation plan and profit sharing plan you have just testified to, that affects all employees of the Keystone Steel & Wire Company, regardless of whether they are members or nonmembers of the Alliance?

A. That is right.

Q. Now, has there been established at the plant in any department or in various departments what is called a normal crew?

A. Yes, sir.

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Q. Prior to the time that the Alliance became the bargaining agent, were there any normal crews established in any department?

A. No, sir.

Q. State whether or not since the formation of the Alliance there have been normal crews established in departments?

A. There have been.

Q. Has that been as a result of demands and
2005 requests on the part of the Alliance to the management?

A. Yes.

Mr. Rosell. Mr. Examiner, I do not like to object, but I do think that some of the leading questions have conclusive and legal results.

Trial Examiner Myers. They are not only leading, and they are conclusions, and there is no fact to base his conclusions on. This man says all these things are done as a matter of negotiations, whereas the meetings, what took place and all those things, it is very hard to evaluate the testimony. I might as well tell you now, Mr. Champion, that it is going to be very difficult to make a finding on his testimony. At least, that is the way it looks to me now.

By Mr. Champion:

Q. Are you able, or the officers of the Alliance, to produce records of the Alliance in reference to negotiations with the company in reference to the vacation plan?

A. Yes, I think we are.

Q. And is that true about the profit sharing plan?

A. Yes.

Q. I mean, will you be able to produce to the Examiner and for introduction into the record, records of the Alliance in reference to the negotiations with the management concerning the profit sharing plan?

A. Those are in the book, in the minute book. Our
2006 efforts on the profit sharing plan and on the vacation plan——

Q. Are in the minute book?

A. They are in there.

Mr. Champion. I will state to the Examiner that I will examine these and try to later identify them and point them out to the Examiner.

Trial Examiner MYERS. That will be very nice of you, Mr. Champion.

By Mr. CHAMPION:

Q. Mr. Hogue, I just asked you a few moments ago about the establishment of a normal crew in various departments. Will you state whether or not the Alliance has records, and if so, where those records are, in showing any negotiations of the Alliance with management in reference to the establishment of normal crews in any of the departments of the employer's plant? That is a little double barreled. Answer that yes or no, if you can.

A. Yes.

Mr. ROSELL. I will object to it, Mr. Examiner.

Trial Examiner MYERS. The objection is overruled. He is just trying to fill out some information.

Mr. ROSELL. I am sorry. I will withdraw it.

By Mr. CHAMPION:

Q. I wish you would state for the information of all of us where those records would be. Would they be in——

A. Some would be in there and some would be in
2007 the wage committee file.

Q. Some would be in the minutes of the general committee?

A. That is right.

Q. And some would be——

A. In the wage committee file.

By Trial Examiner MYERS:

Q. By the way, when you talk about this minute book, Mr. Hogue, does that contain the minutes of the general membership meetings?

A. Of the what?

Q. Of the general membership meetings.

A. Yes.

Q. That minute book does?

A. Yes.

Q. Not general committee meetings.

A. That is the general meeting we have at which everyone is welcome to attend.

Q. You talk about the annual meeting in the constitution and by-laws. Do you keep minutes of these meetings?

A. Yes, sir.

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Q. Are they in that minute book?

A. No. We had extra sheets made for reports on those when they were held, if there was enough there to have them. Sometimes we did not have a good handful and we did not even have a quorum there.

Q. You mean at general membership meetings?

2008 A. Yes, it just seemed as though the men were not interested in the annual report or the annual meeting.

Q. Well, whatever minutes you do have, will you let me know if they are in that minute book or not?

Mr. CHAMPION. I will state to the Examiner upon your suggestion that we will investigate our file and produce any minutes of annual meetings that we have. I am inclined to think that the last year or two they are in here together with the meetings of the general committee. I am inclined to think that is true.

Trial Examiner MYERS. Very well.

Supposing we take a five minute recess.

(Whereupon a brief recess was had, after which the proceedings were resumed as follows:)

Trial Examiner MYERS. Are you ready to proceed, gentlemen?

Mr. BABB. Yes.

Mr. CHAMPION. Yes.

Mr. ROSELL. Yes.

Trial Examiner MYERS. Will you take the stand again, please, Mr. Hogue?

By Mr. CHAMPION:

Q. Mr. Hogue, I show you an instrument which has been introduced in evidence as Board's Exhibit No. 22, which is entitled "Labor Relations Policy of Keystone Steel & Wire Company," published under date of

2009 December, 1940, and I will ask you to examine it briefly. Have you examined it?

A. Yes.

Q. I will ask you whether or not the matters therein contained were taken up and discussed by the Alliance or its proper committee with the management previous to the publishing of this exhibit by the company?

A. Yes, they were.

Q. Over what period of time, Mr. Hogue?

A. Oh, for a year and a half or more.

Q. And were there a number of conferences and controversial matters contained in the consideration of these matters?

A. Yes, sir.

Q. And did the Alliance agree in the main to the provisions contained in this document?

A. Yes, all except the last part.

Q. You are referring to the general safety rules?

A. That is right.

Q. Which was added as sort of an addenda there?

A. Yes.

Mr. Rosell. Mr. Examiner, the nature of the material is such that I again do not like to interpose objections, but I do believe that first leading questions should not be asked on the subject, and secondly, I think the nature of the questions are such that they bring out conclusive answers, that his answers are of a legal conclusion in nature, and I object to that and I ask that any answers of that type be stricken.

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Trial Examiner Myers. I will overrule the objection and express my opinion on the matter. I expressed my opinion on it before and I advised Mr. Champion that it is very difficult to evaluate the testimony of that character.

Mr. Champion. We will supply everything we can on this, Mr. Examiner.

By Trial Examiner Myers:

Q. When you had bargain conferences or meetings with the management were minutes taken of those meetings?

A. Yes, yes, we have those.

Q. And are those minutes contained in that minute book which has been received in evidence?

A. Most of them are; the others are in the wage committee files. I think we can show all of the conferences we had, or probably every one of them.

By Mr. Champion:

Q. Previous to the publication of this Exhibit No. 22, Board's Exhibit No. 22, by the Keystone Steel & Wire Company, did the Alliance demand of the management that it be put in the form of a signed contract?

A. Yes, sir.

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Q. And was that refused?
A. Yes, sir.

By Trial Examiner MYERS:

Q. Refused by the company?
2011 A. Yes, sir.

By Mr. CHAMPION:

Q. And the matters, that is, many of the matters that are contained in there, except the addenda at the end, were the result of an agreement between the Alliance and management, is that right?

A. I think that practically everything in that book, except the safety rules, was written in the Alliance hall.

Mr. ROSELL. I object, Mr. Examiner.

By Trial Examiner MYERS:

Q. Didn't they have the normal crew system for years?

A. They had it sometime before that, I think possibly in 1938 or 1939 they were established, after we had quite a business depression in 1937 for a short time.

Q. And what in particular did the Alliance gain for the employees as contained in that exhibit which you now have in your hand—I believe it is Board's Exhibit No. 22.

A. Well, sir, in our normal force, that was one thing that we had gained by collective bargaining. We had, during the layoff in 1937, we did not have any established measuring stick or method of doing it. In some departments the younger men may be laid off, and in other departments it could be the older men. We did not have any established number of days a week or how many weeks, that is, that the men would be on part time, whether it would be for years or what, and we did estab-
lish a measuring stick by which under ordinary
2012 conditions it would work, and the men would know exactly what they had to expect, if this here period of slack times comes along again. That was the purpose of that and it has worked very good in the last year or two.

Then I see promotions, seniority, which was not so good when the Alliance was organized, and the means and methods of promotion were all put in here.

Q. Weren't those put in when you were president of the KEA also?

A. Very little of it, sir. You see, we had no seniority program at all until I came in, I think, in 1936.

Q. What did you do when you came in as president of the KEA in 1935?

A. We sort of began to do work on a plan basis; we had had seniority arguments before, but we had no measuring stick, that is, we had to take each case as a case of its own, rather than take a case and say, "Here is the way we settled the other, and that is a comparable case." Then we had a measuring stick after that that we did not have before. From that time on after it was organized we have continued to make our seniority better until we have reached 100 per cent seniority in practically every department where it will work. There are some departments where every man does the same job and it is pretty hard to make a seniority program for those departments.

2013 Now, let me see. Vacations with pay. We had something to do with that.

We had something to do with the profit sharing plan. Employees who are discharged or suspended, that we took and provided a time for those cases, because we had had cases where men were discharged about which the company did not want to talk and they would cause the men to wait two or three weeks before they would make any complaint. Employees who were laid off during the period of reduction of operation will be notified at the time of their dismissal if they are not to be recalled to work, for we used to have cases where men were laid off and expected to be called back and would never be called back, and they would maybe wait for months, perhaps, and this provided for the men who had a right to know whether they were going to be called back or not.

Then there are some payments for showing up for work and finding out that there is no work for them, and things of that character, leave of absence on which they did not used to have any particular policy at all. We had much to do with establishing that, so that in periods of slack time our members who could, say, get out and get another job some place else, would make more work for those who were left, and we did get a plan worked out whereby that was done.

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There is quite a little bit in here. Would you want some more articles like that, or is that what you wanted to
2014 hear.

Q. Yes. That is what I wanted to hear.

A. Now, if an employee is not called back to work within six months from the day he is laid off, the management reserves the right to decide whether or not said employee shall be called back to work.

We used to have employees who had been there a long time and had lost seniority, just simply because they were unfortunate enough to be laid off for more than six months, and even up to this period we had a lot of trouble after that time.

Q. When you say "this period," do you mean at the time of the issuance of that labor relations policy by the company, is that right?

A. Yes, sir. We had it down then in black and white, and from that time on there has been no man who lost his seniority because of that rule, as far as we know, but we used to have a lot of it back in the thirties, in there, especially 1935 and 1936, some men who would take and move away. We had one man who had a home in Arkansas. He had no work here and he went home to Arkansas and he was then unfortunate enough to be out there for a little over a year. The company presumably did not call him back because they only had a few days work. He was ready to work, but because of lack of a plan he lost his
2015 seniority. It was unfair. Now, all that is changed. The man has to be notified to come back even if he lives a thousand miles away, he gets his opportunity to come back and make the choice himself.

Then at the steel plant we have an entirely different setup in hiring men than what we do at the wire mill. At the steel mill all the men are hired into the yard and promoted up. They have a large yard force out there and it makes that an ideal setup, and all the men out there, we have a seniority system whereby a man who is promoted from the yard, as he goes up to higher jobs, when his higher job terminates he can always bump back on the job he formerly held, which would mean that the older men would finally be back in the yard at the wire mill. We only have a small yard force, very few men, throughout the wire mill, the men

over there are hired usually right into the particular department where they have need for them, and we have department seniority, and it reads differently in here, and also in the contract on those two things. That is an explanation of why we have it one way at the steel mill and another way at the wire mill.

Then we have now wherever a man gets a chance for promotion, we used to have to weigh each man's ability ounce by ounce to say, "Well, this man, he can do this and that and the other thing." We had to prove it, that the man was worthy.

Now, the man gets his opportunity if a promotion
2016 is open for the man he is given that job. As far as I know, we have not had a complaint of any of our members or any other Keystone employee refusing,—or that is, not being offered a job in his regular line of promotion. We have any excellent seniority setup.

By Mr. CHAMPION:

Q. This labor relations policy which has been marked as Board's Exhibit No. 22 was put into effect on or about the date it bears, December of 1940?

A. The book was printed. It was already in effect.

Q. Well, how soon a time prior to the publication of this book was it effective as contained herein?

A. Well, oh, for quite a little while. Some of it quite a while and others just recent. It is all in the book in there,—it is all in the back in there.

Q. Oh, I see. But this was the first publication of the thing?

A. Yes.

Q. I see. I see. Mr. Hogue, are you acquainted with a Mr. Martin Schneid?

A. Yes, that is, I know he is a field examiner for the National Labor Relations Board.

Q. Do you know out of what office?

A. I think out of the Thirteenth Region in Chicago.

Trial Examiner MYERS. That is so, is it not?

Mr. ROSELL. That is correct.

2017 Trial Examiner MYERS. The reason I ask is the witness says he thinks.

Mr. ROSELL. I might say that I do not know whether he is there at the present time. He was about a month

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or so ago being transferred to San Francisco. Whether he was or not I do not know.

Trial Examiner Myers. But prior to that he was assigned to the Thirteenth Region?

Mr. Rosell. That is right. He is either assigned to the San Francisco office—he was to be immediately about the time I left Chicago.

Mr. Barr. I saw him at that time just before this trial started in your office.

Mr. Rosell. That is right.

By Mr. Champion:

Q. Mr. Hogue, about when did you have occasion to meet Mr. Schneid?

A. Oh, it was possibly in the latter part of April.

Q. Of what year?

A. 1943.

Q. And was he here at that time investigating some of the matters contained herein?

A. Yes, that is right.

Q. And in various conferences with him were you requested to furnish material and records of the Alliance to him?

A. Yes.

2018 Q. Was that done?

A. Yes.

Q. Now, in any of those conversations—do you know whether or not Mr. Schneid had conferences with the management? Did you hear that at the time?

A. Well, he said he was going to.

Q. Yes. Did you have any conversation with Mr. Schneid in reference to the use of the interdepartmental mailing system down there?

A. Yes.

Q. Can you fix, as near as you can, approximately, the date of that particular conversation with Mr. Schneid?

A. Oh, it was in the latter part of April, possibly the third or fourth week.

Q. In what year?

A. In April of 1943.

Q. Now——

Mr. Barr. Did you say 1943?

The Witness. That is right.

By Mr. CHAMPION:

Q. Was there a discussion between you and Mr. Schneid about the use of the company mailing system, interdepartmental mailing system?

A. Yes, sir.

Q. And as a result of your discussion with Mr. Schneid and information that you furnished him did you
2019 have a later conference with him in which the question of the use of the interdepartmental mail system of the company was discussed?

A. Yes.

Q. What did he tell you at this later conference?

Mr. ROSELL. I object, Mr. Examiner.

Trial Examiner MYERS. Why?

Mr. ROSELL. I do not see what the materiality is, I do not see what materiality it would have to the issues.

Trial Examiner MYERS. Well, I will have to take the answer. I do not know what the witness is going to say.

Mr. ROSELL. I mean, Mr. Schneid undoubtedly discussed a lot of things, and a lot of subjects with all parties.

Mr. CHAMPION. I will leave it this way, if it is not competent——

Trial Examiner MYERS. I will overrule the objection. If he does not connect it up, if it is not competent, if you think it is not competent you may move to strike. Try to fix the time of the second conference, will you please, Mr. Champion, after the witness has answered?

Mr. CHAMPION. You directed that to me, Mr. Examiner?

Trial Examiner MYERS. Yes.

Will you answer the question, please?

The WITNESS. I think it was either on the same day or the following day. It was very close to the same day.

By Trial Examiner MYERS:

2020 Q. All right. Now, what was said?

A. He says, "I went down to the plant," and he says, "I caused to be put through the interplant mail," he says, "a letter," he either said, "with C. I. O. business," or he says, "to a member of the C. I. O., and he says, "The letter went to the destination unopened," and he says further, "There isn't any evidence I can see of discrimination in the use of the interplant mail." He

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said, "As far as I am concerned," he says, "you can use it all you wish."

Mr. Rosell. I ask that that be stricken, Mr. Examiner.

Trial Examiner Myers. The motion is denied.

By Mr. Champion:

Q. Now, did you have a further conversation with Mr. Schneid sometime after this last conference you had with him, or conversation that you have just related?

A. Yes.

Q. Where did that conference take place?

A. I think that was in your office.

Q. And who was present?

A. Yourself, Mr. Schneid and myself.

By Trial Examiner Myers:

Q. When was it?

A. On May 4th of 1943.

By Mr. Champion:

Q. I will ask you if that appointment was a result of a phone call from Mr. Schneid to me to make an appointment with you at my office at that time.

2021 A. Yes, that is what you said.

Q. Now, just state what Mr. Schneid said and what you said there, if you will.

A. Well, we had some general discussion there, and if I remember right he said that he had made some, or he had made an investigation and that he had not found any instance of company domination. He said there was a question of successorship in his mind, that was what he said.

Q. Now, was that conference had with Mr. Schneid, Mr. Hogue, after Mr. Schneid had been down here on several occasions?

A. Yes.

Q. And conferences had been had between you and Mr. Schneid?

A. Yes.

Q. And, you had reason to believe, between Mr. Schneid and the management?

A. Yes.

Q. And after you had produced any and all records of

the Alliance that Mr. Schneid had requested for his inspection?

A. Yes, sir.

Mr. Rossell. Mr. Examiner, I move that the remarks be stricken, because obviously Mr. Schneid's remarks, if they were made as testified to, would not bind the Board in any way.

Trial Examiner Myers. I will deny the motion.

2022 By Mr. Champion:

Q. Mr. Hogue, did the Alliance after the formation and recognition by the company as the bargaining agent have occasion to purchase anything from the company?

A. Yes, we did.

Q. What?

A. We bought, I think, the filing cabinet and there were several chairs.

Q. An old typewriter?

A. Yes, sir.

Q. And an old adding machine?

A. Yes, sir, and I believe there was an old roll top desk, if I remember right. I do not remember whether we got an adding machine or not.

Q. Did you pay the company for that?

A. Oh, yes.

Q. Now, I will ask you whether or not you purchased also anything in the way of stationary?

A. Well, we did buy some, I think Earl, he always done the buying, outside of just saying in a general way that we did buy some things of that nature. I don't know how little or how much.

Q. There has been in evidence here in the case, and there has been some testimony concerning it——

A. Yes, sir.

Q. —about some papers entitled or printed on

2023 it "Office Memo."

A. Yes, sir.

Q. Do you recall whether or not the Alliance purchased some quantity of those particular items known as "Office Memos"?

A. We bought paper at that time, some paper.

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By Trial Examiner Myers:

Q. When you mentioned Earl, you meant Earl Lowman?

A. Earl Lowman. I handle the grievance work and he handles the book work.

Q. I just want the record to be clear as to whom you refer to.

A. Yes.

By Mr. Champion:

Q. Mr. Hogue, there has been some testimony in the record by certain witnesses that you were seen in various departments of the wire mill in your street clothes.

A. Yes.

Q. Now, I will ask you whether or not you did have occasion or did go into various departments in the wire mill in your street clothes?

A. Yes, sir.

Q. And will you tell the Examiner, please, the circumstances under which you would go into the various departments of the wire mill in your street clothes?

A. There is very few times I have ever been in
2024 there for years in the daytime. If I do go in I go in on a pass that I secure at the employment office, after I tell them what I am going in there for, and where I am going.

Q. Just let me interrupt you there. Is that the same pass that is required by anybody to enter that department who is not actually working in that department at the time of entrance?

A. I get the same pass as anyone else would have to get to get in.

Q. Now, you say you have been in the various departments of the wire mill on several occasions in your street clothes?

A. Yes.

Q. I take it that that was not during your working hours, is that right?

A. No, sir.

Q. What were the circumstances that took you into the various departments or any of the departments of the wire mill in your street clothes?

Mr. Rosell. When, Mr. Examiner?

The Witness. If I went in I went in there with the intention of meeting either John Morita or some other foreman with whom we had a grievance.

By Mr. Champion:

Q. In other words, do I understand you to say that you had a matter of grievances which involved the taking up of the grievances with a man? Would that be
2025 with the aggrieved or the employee who was aggrieved, or would it be with the foremen, or both, or either?

A. It could be both. There is times that I do go directly up to the superintendent's office, and when I get up there he already has a committee there and an aggrieved person will be there also sitting when I get there. That is the usual method, the way those things are handled.

Q. Well, were those the occasions—I mean, were those the reasons that you have enumerated here for your going into the various departments at the wire mill in your street clothes?

Mr. Rosell. I will object, Mr. Examiner. There is no time or place or incidents, and also that it is an all-inclusive question.

Trial Examiner Myers. Well, I will let him answer it and try to fix the time and place.

Mr. Champion. All right, Mr. Examiner.

By Trial Examiner Myers:

Q. Will you answer it, please?

Will the reporter please read the question to the witness?

(Record read.)

The Witness. Yes, sir.

Mr. Rosell. I ask that the answer be stricken, Mr. Examiner.

Trial Examiner Myers. The motion is denied.

By Trial Examiner Myers:

2026 Q. You say you have not been in there in the last couple of years?

A. Only on grievance matters. That was my prime purpose in going in there.

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2034 By Mr. CHAMPION:

Q. Mr. Hogue, in your examination or testimony given in the last day of hearing in this case you referred to the labor relations policy, being Board's Exhibit No. 22, which was published sometime in December of 1940, is that true?

A. Yes.

Q. I will ask you whether there were any negotiations between the Alliance, as bargaining agent, and the management, previous to the publication of that labor relations policy in reference to any of the material contained in that published document?

A. Yes, there has been.

Q. Over about what period of time had there been, had those negotiations continued?

A. I would say offhand for most of the year, at least.

Q. Now, I will ask you to look at the exhibit, at the instrument which has been marked for identifica-
2035 tion as Intervener's Exhibit No. 6 and state if you are familiar with that document?

A. Yes, I am.

(Thereupon the document above referred to was marked "Intervener's Exhibit No. 6" for identification.)

Q. Now, who prepared that document?

A. Well, that was prepared in our office.

Q. In whose office?

A. In the Alliance's office.

Q. And what is it?

A. It is a working agreement.

Q. It is a proposed working agreement?

A. That is right.

Q. And was that presented to the company previous to the publication of the labor relations policy which is marked as Board's Exhibit No. 22?

A. Yes, it was.

Q. And have you had occasion to check this exhibit marked Intervener's Exhibit No. 6 with the Labor Relations Policy?

A. Yes, sir.

Q. As published by the company in December of 1940?

A. Yes, sir.

Q. In the main, are the matters contained in Intervener's——

Trial Examiner MYERS. Now, let him tell us about it, let him tell us about the paper please, Mr. Champion.

2036 Mr. CHAMPION. All right, Mr. Examiner. I will do that.

By Mr. CHAMPION:

Q. I will ask you if this agreement was signed by the company.

A. No, sir.

Q. Was it presented to them for signature?

A. Yes, sir.

Q. Was it signed by the company?

A. No, sir.

Q. Did they give you any reason for not signing it?

A. No, I think they mentioned that they just did not care to sign, possibly there was some mention about little Steel not signing, or something. It has been quite a while ago and I just remember that they would not sign it. I do remember that.

By Trial Examiner MYERS:

Q. Now, who are "they"?

A. Sir?

Q. Who is "they"?

A. The management, D. P. Sommer, he was representing the management.

By Mr. CHAMPION:

Q. Now, explain to the Examiner, if you will, what happened subsequent or after the presentation of this document to the company for signature and the time of the publication of the Labor Relations Policy by the company in December of 1940 in reference to any matters contained in this document.

2037 A. Well, we continued to have meetings with them on various sections of that agreement and the management agreed to incorporate in a booklet form called their working policy all of the matters that we had in there upon which they should agree.

Q. And in the main were the matters that were set forth in this Intervener's Exhibit No. 6 contained in the published Labor Relations Policy of the company which was published in December of 1940?

A. Yes, sir.

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Mr. ROSELL. I will object to that, Mr. Examiner.

Trial Examiner MYERS. I will sustain the objection. Strike out the answer.

Mr. CHAMPION. Intervener offers in evidence at this time the document which has been marked as Intervener's Exhibit No. 6 for identification.

Trial Examiner MYERS. Will you let me look at it, please, before you show it to counsel?

Mr. CHAMPION. Yes, all right. (Handing document to Trial Examiner.)

By Trial Examiner MYERS:

Q. When was this submitted to the company, Mr. Hogue?

A. When was that made, did you say?

Q. When was it submitted to the company?

A. It was in, oh, it was sometime in 1940.

2038 Q. Have you any idea what part of the year?

A. No, that would be in the minute book. I don't just have the date of it in my mind.

Q. Did you send this proposed working agreement with a letter?

A. It was handed to them.

Q. Did you hand them a letter at the same time?

A. I don't remember.

Trial Examiner MYERS. All right. Mr. Champion, will you show it to counsel, please?

Mr. CHAMPION. I think this is referred to in the minutes, too. I believe I am correct in that, Mr. Examiner.

Mr. ROSELL. No objection, Mr. Examiner.

Trial Examiner MYERS. Do you have any objection, Mr. Baer?

Mr. BAER. No objection.

Trial Examiner MYERS. There being no objection, the paper will be received in evidence and I will ask the reporter to please mark it as Intervener's Exhibit No. 6.

(The document heretofore marked "Intervener's Exhibit No. 6" for identification was received in evidence.)

Trial Examiner MYERS. Now, is this the original of the paper that Mr. Rosell offered in evidence the other day?

Mr. CHAMPION. No, sir. That is an entirely dif-

2039 ferent one. It was withdrawn by him. I think that was dated in 1942, Mr. Examiner.

Trial Examiner MYERS. Very well. Have you got a duplicate of this exhibit?

Mr. CHAMPION. No, sir, but from here on out I will try to keep up, I mean, I will try to have the exhibits, proper copies made of them.

Trial Examiner MYERS. Very well.

By Trial Examiner MYERS:

Q. Oh, by the way, Mr. Hogue, what is the standard force?

A. That is the normal force.

Trial Examiner MYERS. You may proceed, Mr. Champion.

Mr. CHAMPION. Mr. Reporter, will you kindly let me have Board's Exhibit No. 94?

(Document handed to counsel.)

By Mr. CHAMPION:

Q. Mr. Hogue, I ask you to look at the instrument shown you which has been marked as Board's Exhibit No. 94, which is the minutes of the meeting of the rules committee of the Alliance held April 17, 1940, and state whether or not that instrument contains any reference to this negotiation which you have testified to beween the Alliance and the Company in reference to a working agreement.

A. Yes, it does.

Trial Examiner MYERS. What does it say?

Mr. CHAMPION. Should we read it?

2040 Trial Examiner MYERS. Yes, for the purposes of the record.

Mr. CHAMPION. For the purposes of the record, is it all right for me to read it, for the purposes of the record?

Trial Examiner MYERS. Certainly.

Mr. CHAMPION. (Reading):

"B. F. Hogue: 'We have been trying to get this working agreement signed up for a long time. We have presented it to the company. The last time we went out there they took the attitude that Little Steel had not signed contracts. They did infer that Keystone would agree to accept these things as their signed policy. Now here is the point. If they do, for a matter of legality, it is probably as legal as if it were signed.'"

Q. Mr. Hogue, I will ask you to look at the document I now show you which has been received in evidence and

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marked as Intervener's Exhibit No. 1. Calling your attention particularly to the minutes of a special meeting of the general committee of the Independent Steelworkers Alliance held at the Alliance Hall on Monday, October 21, 1944.

I will ask you to look that over and state whether or not there is any reference made in this exhibit to the question of action of the Alliance on the working agreement or Labor Relations Policy? Just answer that yes or no.

2041 A. Yes.

Q. Now, I ask you, and I repeat this for the purposes of the record, is that a matter of material contained in the minutes referred to?

A. Yes, it is.

Q. (Reading):

"B. F. Hogue: 'Shall we have a motion to approve the company policy as read? I don't think we should accept it in any way at all, because then, it don't work out, we can oppose it.'"

A. "If it don't work out."

Q. I am sorry. Let me quote that again. Strike out what I have read, please.

"B. F. Hogue: 'Shall we have a motion to approve the company policy as read? I don't think we should accept it in any way at all, because then, if it don't work out, we can oppose it.'"

Then it goes on: "After discussion: Motion by Orin Draper, seconded by Raymond Barger, that the statement of company policy be approved as read and amended.

Upon question the motion carried."

Mr. Barr. What was the date of that, Mr. Champion?

Mr. Champion. October 21, 1940.

By Trial Examiner Myers:

Q. What date was that?

Mr. Champion. October 21, 1940.

2042 Trial Examiner Myers. May I look at that again, please?

Mr. Champion. Certainly. (Document handed to the Trial Examiner.)

Mr. Champion. Mr. Reporter, will you hand me Board's Exhibit No. 68, please?

(Document handed to counsel.)

By Trial Examiner Myers:

Q. Where is this paper that was read to members of the general committee at this meeting?

A. What do you mean, the company policy?

Q. I don't know, something you had that was taken up at this meeting, that it was a new working agreement. Where is it?

A. I don't know where it is there. Possibly if you take and read through the minutes there, Mr. Examiner, it might take and explain for itself.

Q. Well, you announce there:

"This special meeting was called for the purpose of reading the new working agreement and approving it or not, as the case may be. We will have Jim start reading it and when his voice gives out, Earl will take over."

Then it goes on. Now, what was read?

A. Presumably a new working agreement.

Q. Where is it? Have you got a copy of it?

A. I don't know whether we have it here or not.

Trial Examiner Myers. All right. Go ahead, Mr. Champion.

The Witness. That was in October of 1940.

2043 By Mr. Champion:

Q. Mr. Hogue, the Examiner has asked you a question and I want to try to clear that matter up if I can, please, Mr. Examiner.

Trial Examiner Myers. Go ahead, Mr. Champion.

By Mr. Champion:

Q. Were those minutes referring to what later developed to be the labor relations policy as published by the company?

A. I think myself that that is the instrument that we have right there, but I wanted to be sure by reading that back first to find out if that is the one. That is the one—if that is the one I think it is, but before I answer definitely I want to know that it was.

Q. Is that your best judgment?

A. Yes, it is the one we have if it is the one I think it is. I would like to check it.

Q. Would you like to refresh your recollection, if you can, by reading those furtner minutes in that meeting?

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A. Or the ones that preceded that of September and August, and then I will know for sure whether that is the one.

Q. Well, I will give you an opportunity to do that then later.

Now, Mr. Hogue——

Trial Examiner Myers. It could not have been the Labor Relations Policy, because they were suggesting additions to the paper that was read at this meeting.

2044 Mr. Champion. Yes, sir.

Trial Examiner Myers. That can not be this printed book which is Board's Exhibit No. 22, which was read to them.

Mr. Champion. If I may state this in reply to your question, and I want to be in good faith about it, I think the evidence will develop that Board's Exhibit No. 22 was a result of a series of conferences between the Alliance and the management in which there were certain changes made, certain disputed questions and changes suggested by the Alliance and by the Company, and it finally resulted in the Labor Relations Policy published as of December, 1940.

Trial Examiner Myers. Go ahead, Mr. Champion. I thought perhaps you had that paper that was read at that meeting.

By Mr. Champion:

Q. Now, I want you to look at the instrument which has been marked as Board's Exhibit No. 68, which is in evidence, and which are the minutes of a meeting of the wage committee with the management at the office of D. P. Sommer, Friday, October 4, 1940, and state whether or not that instrument contains any reference to the company policy as published in December of 1940, and any negotiations of the Alliance with the management in reference to that document.

Just take your time and read it carefully.

A. Yes, sir.

Mr. Champion. Was there a question pending, Mr. Reporter?

2045 Trial Examiner Myers. Read the question, Mr. Reporter.

(Record read.)

By Mr. CHAMPION:

Q. Answer that yes or no.

A. Yes, sir.

Q. Now, those minutes refer to Paul Cantrall. Do you know whether, of your own knowledge, Paul Cantrall represented the Alliance in any of these negotiations concerning what was later published as the Labor Relations Policy?

A. Yes, sir.

Q. What office did he hold in the Alliance at that time?

A. I think he was vice-president at that time.

Q. And who was A. H. Sommer, if you know?

A. He was superintendent of the steel plant.

Mr. CHAMPION. Mr. Examiner, may I have that, if you are through with Exhibit No. 1 there for a few moments, please.

Trial Examiner MYERS. Go ahead, Mr. Champion.

(Document handed to counsel.)

By Mr. CHAMPION:

Q. Mr. Hogue, I ask you to look at the instrument which has been introduced in evidence and marked as Board's Exhibit No. 1——

Trial Examiner MYERS. Intervener's Exhibit No. 1.

Mr. CHAMPION. I beg your pardon. That is right, Intervener's Exhibit No. 1.

By Mr. CHAMPION:

Q. I call your attention particularly to the minutes of a special meeting of the general committee of
2046 the Independent Steelworkers Alliance at the Alliance Hall on Friday, July 19, 1940, and state if the minutes of that meeting, as appearing in that exhibit, refer to this Labor Relations Policy or the preliminary negotiations with the management concerning this Labor Relations Policy.

A. Yes. That is this here other agreement that we have presented.

Q. You are referring to Intervener's Exhibit No. 6?

A. Yes, sir.

Trial Examiner MYERS. Mr. Reporter, what was that question?

(Record read.)

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By Mr. CHAMPION:

Q. Now, I would like to read into the record——

Mr. CHAMPION. I would like to read into the record, Mr. Examiner, if agreeable, about three paragraphs of the minutes of that meeting.

Trial Examiner MYERS. Go ahead, Mr. Champion.

Mr. CHAMPION. (Reading):

"B. F. Hogue: 'This meeting was called because for almost a year we have been trying to get a working agreement from this company and finally they have prepared something. Part of it is satisfactory and part of it is not. The wire mill portion is better than the steel plant part. The differences are not so far. The
2047 main point of difference would be the fact that the company, in this instrument, has took and come out flat-footed against connecting up any time over six months. A man who was out over six months, off of the payroll, would come back as a new man. That is something we can not accept.'

"B. F. Hogue explained this point as it appears in the present agreement, wherein a man laid off over six months and less than a year can have his service record connected."

The WITNESS. I was wrong on that. This is the one I was referring to up here (indicating). We provided that over six months we could connect up a man's time and under a year, but in the one that the management presented that was not present and we were having some arguments over that, so my mention there that you read last refers to our Exhibit No. 6.

Mr. CHAMPION. All right. (Continuing reading):

"B. F. Hogue: 'That is one of the things that affects both the steel plant and the wire mill.'

"B. F. Hogue read the preamble of the company's statement of policy.

"After discussion, B. F. Hogue requested a motion that we put this in the hands of the wage committee to report back with a revised proposal.

"William Baxter: 'As soon as this is made an
2048 agreement between the ISWA and the management, have they any objections to signing it? According to that last paragraph, they can do away with it any time they want to.'"

Now, in the minute book it says "the can do away with it any time they want to," but the word "the" evidently means "they."

"B. F. Hogue: 'I think we should go to Chicago and get an audience with Mr. Patterson of the National Labor Relations Board and see what they have to say about it. The company says they won't sign an agreement because no other small steel company will. The only thing I see is to go and ask the Board to tell us if they can make the company sign an agreement.'"

Now, Mr. Hogue, I will ask you whether or not you did have occasion to go to Chicago and confer with anybody there about the right of the Alliance to force the company to sign a written agreement?

A. Yes, we did.

Q. Who went?

A. I think Paul Cantrall.

Q. And anybody else?

A. And I believe Earl went.

Q. Did you go?

A. Yes, I went.

2049 Q. That is what I am trying to find out.

If you recall, about how long after this meeting of the general committee of the Alliance from which minutes I have read under date of July 19, 1940, did you go to Chicago?

A. It was soon after that. I don't just remember, that is, how many days, but it was between that meeting and the next meeting that we went.

By Trial Examiner Myers:

Q. Did you make any report to the committee?

A. Yes, sir.

Q. And is it in the minutes?

A. I have not looked; I presume so.

Q. Well, look at it, please, so that we know when you went.

Mr. Champion. I suggest that you look at the next meeting or so and see if there is any report in there.

The Witness. Yes, sir; there is a report in there.

By Trial Examiner Myers:

Q. What does it say? A. It says:——

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Mr. CHAMPION. Just a moment, please. Could he identify that as the minutes of a certain meeting, please?

By Trial Examiner MYERS:

Q. Certainly. They are the minutes of what meeting?

A. The minutes of the general meeting of the general committee August 12, 1940, 3:30 p. m.

Q. What does it say about your trip to Chicago?

2050 A. I say:

"'This meeting was postponed for one week because we had several things turn up in regard to our working agreement. Paul Cantrall and I went to Chicago to talk to Mr. C. P. Patterson of the National Labor Relations Board. One thing we wanted to find out was in regard to sole bargaining rights and the other was in regard to working agreements. We don't want to accept that document as company policy if we can compel the company to sign a working agreement. We sent a letter to Mr. Patterson and told him what we wanted to know, but he was gone and the attorney for the Board answered our letter and told us we should come to Chicago and discuss our problems.'

"B. F. Hogue read his report of the meetings with the attorney for the National Labor Relations Board."

By Trial Examiner MYERS:

Q. Where is that report?

A. I don't know.

Trial Examiner MYERS. Go ahead.

The WITNESS. Then I said:

"'On the basis of that, we met with the company last Friday afternoon and took up the various things that had been taken up with the Board. The management stated that being the law, they would grant us sole bargaining rights as soon as they had satisfied

2051 themselves as to the attitude of the National Labor Relations Board. The working agreement, in so far as we can not force the company to sign, we got into some real discussion across the board. The company asked to be released from hooking up the time of men who had been off over six months, but we made an issue of it and I think they will restore this section."

By Trial Examiner Myers:

Q. What did you tell the company?

A. Well, they told us up there—let me see, here is some more up here about that. (Continuing reading.):

"'* * * Now, there is some misunderstanding as to the company's rights under the law. Mr. Patterson told us that regardless of all the laws made, the company could"—well, that did not mean anything there.

Q. Go ahead and read what he says.

A. (Continuing reading):

"'Mr. Patterson told us that regardless of all the laws made, the company could cut your pay and could refuse to connect up time after you have been off six months. We must handle these things by objection in a show of strength or force. The Board attempts to see that men are not abused according to labor laws, and that men are not persecuted because of union affiliations. Men still have the right to think union and
2052 talk union. If they are discriminated against, the Board can put them back to work with back pay, but in regard to adjustments in wages, that is not under the jurisdiction of the Board.'"

Q. Well, going back there about the company and you going over there to the company where you had a big fight.

A. Well, we were having a——

Q. Well, read what is in there, will you, please?

A. I think that is all I have. I was wondering if we don't have the minutes of the wage committee meeting at which we had that discussion across the board.

Q. Read whatever you have there. I don't know what you have in your file.

A. Do you want me to read it over?

Q. Yes.

A. (Reading):

"'On the basis of that, we met with the company last Friday afternoon and took up the various things that had been taken up with the Board. The management stated that being the law, they would grant us sole bargaining rights as soon as they had satisfied themselves as to the attitude of the National Labor Relations Board.'"

We were having some trouble then over certifications.

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We had been trying for a long time to get certified as a bona fide organization, I think, under the wage and hour law, and that has continued for some little time and it seems as though the management and the Alliance was having quite a bit of argument over just what the law was in regard to that.

By Mr. CHAMPION:

Q. You are referring to——

Mr. CHAMPION. May I interrupt you just a moment, Mr. Examiner?

Trial Examiner MYERS. Go ahead. First, let me have the minute book, please.

(Document handed to the Trial Examiner.)

By Mr. CHAMPION:

Q. Were you referring to the wage and hour law which had to do with the stabilization of prices?

A. Yes, sir, that is right.

Q. And as I understand, you were endeavoring, the Alliance was endeavoring to be certified as the recognized bargaining agent with that department at Washington in connection with the wage and hour stabilization?

A. By the Board.

By Trial Examiner MYERS:

Q. What department?

A. We wanted to be certified by the Board.

Q. What Board?

A. Sir?

Q. What Board?

A. By the National Labor Relations Board. They always told us that as long as the company would take and recognize us as sole bargaining agent that there was nothing the Board could do in regard to it.

Q. They said that there was not any question of representation, did they not?

A. That is right.

Q. And that is why they would not take jurisdiction, is that right?

A. That is right.

Mr. CHAMPION. I think that has cleared it up for me, Mr. Examiner, your remarks there.

By Mr. CHAMPION:

Q. Now, Mr. Hogue, are you familiar generally with the membership and applicants for membership in the Alliance from its inception?

A. Yes, I am.

Q. Has there ever been any application received for membership in the Alliance which application has been accepted and the individual has become a member where the applicant has not been an employee of the Keystone Steel & Wire Company?

A. No, there has not been yet.

Q. And has that been true from the inception and beginning of the Alliance?

A. Yes.

Q. Up to and including the present date?

A. That is right.

Q. You testified previously that at a meeting
2055 held with the management, I think with Mr. Dan Sommer, on April 28, 1937, in which you demanded, or the Alliance demanded recognition as the bargaining agent, that Mr. Lowman had present at that conference some 970 odd signed and accepted applications for membership in the Alliance.

Did any of those accepted applications represent a membership in the Alliance by anyone other than an employee of the Alliance at that time?

A. No, sir, they were all employees of Keystone Steel & Wire.

Q. An employee of the Keystone Steel & Wire Company at that time?

A. No, they were all Keystone employees.

Q. At the Peoria plant?

A. That is right.

Q. Now, Mr. Hogue, in this period of the spring of 1937,—I will just designate, say, the months of April and May of 1937,—was there any competing union among the employees at the Keystone Steel & Wire Company?

A. I do not think so; if there was, I never heard of any.

Q. Well, to your knowledge there would be none, is that right, as far as you know?

A. As far as I know there was none.

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Q. And was that true up until the summer of 1942?

A. That is right.

2056 Q. Mr. Hogue, you have testified as to several conferences with Mr. Martin Schneid, Field Examiner of the Chicago office of the National Labor Relations Board previous to and including May 4, 1943, is that correct?

A. Yes.

Trial Examiner MYERS. Wait just a moment. What is that question again, please, Mr. Reporter?

(Record read.)

Trial Examiner MYERS. You mean he fixed the dates of the other meeting previously?

Mr. CHAMPION. Yes, he said it was shortly previous to May 4th.

By Trial Examiner MYERS:

Q. How many times did you meet Schneid?

A. I think it was three times, possibly four.

Q. When were they?

A. Well, it was then and, I think, in the preceding ten days.

Q. Within ten days of May 4, 1943, you had four meetings with him?

A. To the best of my recollection it was.

Trial Examiner MYERS. All right. Go ahead, Mr. Champion.

Mr. CHAMPION. All right. That was preliminary, Mr. Examiner.

By Mr. CHAMPION:

2057 Q. Now, from the time of the organization of the Alliance up until the time of these conferences with Mr. Schneid, what use, if any, did the Alliance make of the company mail?

A. Very little.

Q. Will you explain, if you can, to the Examiner what use, when you say "very little," that does not indicate very much. What use did they make of it?

A. We never had used the mails for any Alliance literature or for any purpose or organization, and the only time we used it, to the best of my memory, was on something that was to an individual that possibly we could

not reach some other way, maybe we did not have his address right; maybe it was quicker, or whatever the purpose was we had used the United States mail, and for all that I knew afterward we used the United States mail for the purpose of literature and for organization. We never used the mails for nothing like that. We did use once in a while, once in a while we did use the mail——

Q. I am speaking of the company mail.

A. (Continuing.) To notify the men of the meetings. We did do that.

Q. When I am speaking of the company mail, now, I want to know that you understand what you are talking about and that I understand what you are talking about. I mean the interdepartmental company mail.

2058 A. Yes.

Q. Is that right?

A. Yes.

Q. Now, do you know whether or not the company knew that you were using the company mail during this period that you have just testified to?

A. Well——

Q. Do you know whether they did or did not?

A. We just put them in the box.

Q. Did you ever ask permission of the company to use them?

A. No, I don't think we ever did, to my knowledge. We asked for the bulletin board to use at one time. I don't think we ever asked for mail, that I remember of.

Q. You say you asked for the bulletin board use at one time. To refresh your recollection, didn't the company consent at a meeting first to the use of the company bulletin board?

A. I think they did, but it was stopped, though, for some reason or other, they would not let us.

Q. Was it ever used?

A. No, sir.

Q. Wasn't it, and does it appear in the meeting here immediately subsequent to the company agreeing that you use the company bulletin board that Mr. Sommer told you that after advice the Alliance could not use the

2059 company bulletin board for any purpose?

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Mr. ROSELL. I object, Mr. Examiner. It certainly is leading.

Mr. CHAMPION. It is leading, Mr. Examiner, but I will connect that up with minutes of the meeting.

Trial Examiner MYERS. Well, reframe your question.

Mr. CHAMPION. All right.

By Mr. CHAMPION:

Q. Did the Alliance ever use the company bulletin board?

A. To the best of my knowledge, no.

Q. Now, ——

A. Now, we may have had a committeeman that violated our instructions by putting something of a personal nature for his own department up, but if he had, he done it without any instructions from headquarters. I don't know.

Q. What would your answer be as far as to your knowledge did the Alliance ever use the company bulletin board?

A. No.

Q. Was there a conference with the company once about the use of the bulletin board?

A. Yes, there was.

Q. And what was the result of that first conference, as far as the answer of the management to you or your committee was concerned?

A. I think they said they saw no harm in that,
2060 or something to that effect, that we could, I believe, at that first conference.

Q. Then, was there a further conference with the management about the use of the bulletin board?

A. Yes, I think there was.

Q. How soon was that, if you recall, after this first conference you have indicated?

A. I don't just remember. I don't think it was very long.

Q. What did the management tell you at that time?

A. They said that they had found out that they could not allow us to use it, or something to that effect.

Q. Use what?

A. That bulletin board.

Q. And did you use it?

A. No, sir.

Q. Now, Mr. Hogue, there has been some testimony in the record about the deduction system of dues by the management—strike that.

There has been some evidence in the record that the monthly dues of members of the Alliance have been received by means of a deduction system worked out with the management. Is that true?

A. Yes.

Q. Now, when did that system of deduction become effective?

A. In June of 1937.

2061 Q. Well, did it start June 1, 1937, as far as you know?

A. Yes.

Mr. CHAMPION. Mr. Examiner, could I interrupt you again, please, there. There is just one reference that I want to make in this minute book, please.

Trial Examiner MYERS. Go ahead. (Handing document to counsel.)

Mr. CHAMPION. I beg your pardon. That was the wage committee I had in mind.

By Mr. CHAMPION:

Q. Mr. Hogue, I show you now an exhibit that I am having the reporter mark for the purposes of identification as Intervener's Exhibit No. 7.

(Thereupon the document above referred to was marked "Intervener's Exhibit No. 7" for identification.)

By Mr. CHAMPION:

Q. Will you look at that and state, if you know, what that is?

A. Yes, that is a meeting of the wage committee on May 24, 1937.

By Trial Examiner MYERS:

Q. With whom?

A. That is among the wage committee. It was a meeting of the committee itself at the Alliance office.

By Mr. CHAMPION:

Q. To your best knowledge is that the original minutes?

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A. And the——

2062 Q. Now, wait just a minute, please.

To your best knowledge, is that the original minutes of the wage committee of the Alliance held on May 24, 1937? Answer that yes or no, please, Mr. Hogue.

A. Yes.

Mr. CHAMPION. I can have this identified if there is any question about it, by Mr. Lowman.

Trial Examiner MYERS. Are you offering it in evidence, Mr. Champion?

Mr. CHAMPION. Yes, sir. Intervener offers in evidence the document which has been marked for identification as Intervener's Exhibit No. 7.

I might say, Mr. Examiner, that this Exhibit was in the group of documents turned over to the Board and was among those that were returned to us by the Board.

Mr. ROSELL. No objection on the part of the Board.

Trial Examiner MYERS. Have you seen it, Mr. Baer?

Mr. CHAMPION. No, sir, he has not (handing document to counsel).

Mr. BAER. No objection.

Trial Examiner MYERS. Do you have any objection, Mr. Baer?

Mr. BAER. No objection.

Trial Examiner MYERS. May I look at it, please?

Mr. CHAMPION. I beg your pardon. Certainly.

2063 (Document handed to Trial Examiner.)

Trial Examiner MYERS. There being no objection, the paper is received in evidence and I will ask the reporter to please mark it as Intervener's Exhibit No. 7.

(The document heretofore marked "Intervener's Exhibit No. 7" for identification was received in evidence.)

Mr. ROSELL. How about copies, Mr. Champion?

Mr. CHAMPION. I will have to get copies starting with No. 6. When I get them I will let you have them. I would like, Mr. Examiner, to interrogate the witness about that.

Trial Examiner MYERS. Have you got a duplicate, Mr. Champion?

Mr. CHAMPION. No, sir, from 6 on I will furnish duplicates.

Trial Examiner MYERS. Go ahead, Mr. Champion.

By Mr. CHAMPION:

Q. I will ask you whether or not in the exhibit received in evidence as Intervener's Exhibit No. 7 there is reference made to conferring with the management concerning a check-off of dues? State yes or no.

A. Yes, there is.

Q. I would like to read into the record this portion of the exhibit:

"B. F. Hogue opened the meeting by bringing up the case of securing a check-off of dues. After dis-
2064 cussion it was decided to confer with the management and demand a check-off of dues, as instructed by the general committee at their last meeting."

Trial Examiner MYERS. May I look at that, please, Mr. Champion?

Mr. CHAMPION. Yes, sir (handing document to Trial Examiner.)

By Trial Examiner MYERS:

Q. Well, how did this wage committee get so large?

A. Well, the officers and the assistant secretary was in at that meeting.

Q. You mean the temporary chairman of some meeting?

A. Sir?

Q. You were only temporary chairman at that time, of the meeting, were you not? Were officers elected by May 24th?

Mr. CHAMPION. They were elected on May 11th.

The WITNESS. I think on the 11th of May.

Trial Examiner MYERS. The 11th of May. Where are the minutes of that meeting?

Mr. CHAMPION. Mr. Examiner, I am just trying to interrupt here for the purpose of clearing this matter. In submitting these books to, I believe, Mr. Schneid, he raised the question—I want to state it fairly for the Examiner,—about the minutes not showing the result of the election, permanent election of the first group
2065 of officers, and we searched around, and if you will see in the book here, I believe right here there is a loose paper that I secured from Mr. Schneid which had to do with the announcement of the result of the

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first election, and I might say that that election was held by the—what committee?

Mr. MAHANNAH. Rules committee.

Mr. CHAMPION. (Continuing.) By the rules committee, under the constitution and bylaws the rules committee held the election, conducted the election, I mean the members of it, and we submitted that document that is in there as showing the result of the election, showing the date of it and the result of the election, and apparently, I want to state frankly, it was not recorded in the minutes of the general committee.

Trial Examiner MYERS. Go ahead.

Mr. CHAMPION. All right. I will have to have that Exhibit No. 1 again, Mr. Examiner, please, for a minute, and then I will be finished with it.

Trial Examiner MYERS. All right (handing document to counsel).

By Mr. CHAMPION:

Q. Mr. Hogue, I now show you again the instrument which has been received in evidence and marked as Intervener's Exhibit No. 1 and I will call your attention particularly to that portion thereof which recites the minutes of a regular meeting of the general committee of
2066 the independent Steelworkers Alliance, at the Alliance Hall, Monday, June 7, 1937, at 7:30 o'clock —at 3:30 o'clock, I beg your pardon—3:30 o'clock, p. m., and I will ask you to state whether or not those minutes refer to any report by you as to the consummation of the deduction plan of dues.

Mr. ROSELL. What year was that, Mr. Champion?

Mr. CHAMPION. Sir?

Mr. ROSELL. What year was that?

Mr. CHAMPION. June 7, 1937.

By Mr. CHAMPION:

Q. Now, just read it, Mr. Hogue.

A. Yes.

Q. Your answer was what?

A. Yes. That is the reply to our request for a deduction check-off.

Mr. CHAMPION. I would like to read for the purposes of the record, Mr. Examiner, just one paragraph.

Trial Examiner Myers. Go ahead, Mr. Champion.

Mr. Champion. (Reading):

"B. F. Hogue: 'We received no answer to the last part of our request in regard to having new employees join the I.S.W.A. So, we contacted D. P. Sommers this morning and told him we wanted the answer for the meeting today and his answer was, "No." I think we won our big battle when we got the check-off system. When the time comes that we want something like that,
2067 we should put up a real battle and ask for a closed shop. That is what this really is, a partial closed shop. I don't know what you men think about this. We can send the wage committee back and ask for it again. Would it be better to ask for a closed shop when we are ready?'" I will return this to the Examiner now.

(Document handed to Trial Examiner.)

By Mr. Champion:

Q. Now, Mr. Hogue, I will ask you of your own knowledge if you know whether or not starting June 1, 1937, down to the present time the Alliance, through its proper officers have furnished each month during that period previous to the fourth payday of each month a list of the members of the Alliance for the purpose of deducting the dues?

A. Yes, we have.

Q. And in each instance when that monthly list has been furnished will there be if there is not already on file with the company accompanying individual deduction cards signed by the individual authorizing the deduction of those dues by the management? Answer that yes or no.

A. Yes.

Q. All right. Now I think it is in the record, but I want to ask you this: What is the monthly dues of the Alliance?

A. Twenty-five cents.

Q. And has that been the monthly dues since the inception of the Alliance to the present date?

2068 A. It has.

Q. Now, Mr. Hogue, I will ask you whether or not the Alliance has ever had occasion to use the services of the Department of Conciliation of the Department of Labor.

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A. Yes, we have.

Q. And for the record, what was the necessity, if any, for requesting the use of the services of the Conciliation Department?

A. Well, we could not agree with management, we could not get what we thought was right, so we prepared a case and sent it to the War Labor Board and they referred it in turn to the United States Department of Labor and the Conciliation Service was then sent to us.

Q. Now, can you recall the first occasion, if you can, of the use of the Conciliation Department of the Department of Labor?

A. Yes. I think in the early fall of 1943 we had a dispute in the patenting department. They had changed a furnace from what had been known as a wire furnace to a rod furnace, and they had changed the rate along, that it, the wire furnace rate.

Q. Who had?

A. The management, to a rod furnace rate, which was lower, and we felt that that was wrong, that the same rate should prevail, and we called attention to the
2069 stabilization order and claimed it was a cut in pay.

So, we had numerous conferences and we just could not agree on it, so we prepared the case alone, in so far as they would not agree to take and send in and agree to send in for an application to the War Labor Board. We prepared it ourselves and sent it in, and the result of it was that Mr. Harry M. Scheck——

Q. That is Harry M. S-c-h-e-c-k?

A. Yes, Harry M. Scheck. He was the Commissioner of the Conciliation who was sent here. He had meetings with us and the management, and they extended over a couple of months, and his final report, I think, was finished in December of 1943.

Do you want the rest or just the one?

Q. I would like to know what was the result of that.

A. He said that we were wrong and he throwed it out.

Q. Who said that?

A. Harry Scheck, the Commissioner.

Q. All right. Now, when was another instance when you had occasion to use the services of the Conciliation Department, or the services of the Department of Labor?

A. Well, we had a dispute, that is, among the motor room operators at the steel plant. It was a pay dispute. They felt like they were entitled to more than they were getting, so we had numerous conferenees over that.

2070 Q. When was that?

A. Well, that has been in the last few months, and we just got the final report on that the other day, one day last week.

Mr.——

Q. Wait a minute. I interrupted you, because you were stating what the basis of that request for the Conciliation Service was, and I interrupted you, so go ahead and finish that, if there is anything further about it.

A. Well, that was a pay dispute, as I said.

Q. Yes.

A. And we also had at that time a crane repair helper dispute——

Q. Well, now, what was the result of that?

A. He said we were "off the beam" on the pay raise, but that his recommendations were that we establish a sound line of promotion for these men, that there was possibly some confusion as to the method of promotion that existed at the present time, and that we do meet with management and make a line of promotion that was satisfactory to these men. The Commissioner, he took and give his final report to myself and Mr. D. P. Sommer last week on that case.

Q. All right. Now, were there any other occasions when you had occasion to use the Conciliation Service?

A. Well, let's see. I did not take and report

2071 the conclusions on the motor room operators.

Trial Examiner Myers. What is the purpose of this line of questioning, Mr. Champion?

Mr. Champion. The purpose is that, I want to state to the Examiner, this is evidence of a militant organization that is endeavoring to secure proper adjustments for its members, and if my conclusion is correct as to that assumption then that would be evidence that the organization was not company dominated.

Trial Examiner Myers. Go ahead.

Mr. Champion. Pardon me. What question is pending——

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The WITNESS. Well, on the motor room operators we got together on that with the Commissioner, and it was decided that an approximate nickel an hour or 5 cents an hour would be about right for those men.

By Mr. CHAMPION:

Q. Do you mean raise or reduction?

A. That is right, a raise, and that was sent to the War Labor Board for their approval.

Q. Was it approved?

A. Not to date. It is not finished yet. It is still in the hands of the Board.

Q. It is still pending?

A. Yes, it is still in the hands of the Board.

Then the other case was another dispute in the patenting department where we asked for equal pay or
2072 the same pay for the product, wherever it is run.

In other words, if rods were run on a wire furnace or wire was run on a rod furnace it would pay the same.

Trial Examiner MYERS. I do not think we have to go into the details of all these.

Mr. CHAMPION. I will try to cut it short, Mr. Examiner.

By Mr. CHAMPION:

Q. What was the result of that matter that you had up and which you say went to the Commissioner?

A. Well, we got what we asked for, just exactly what we asked for, and that was sent to the Board.

Q. When was that, approximately?

A. Well, that was about six weeks ago, and the Board did decide the case that week and said that the men had already got all the raise that they were entitled to under the stabilization order and denied the claim.

Mr. CHAMPION. Mr. Examiner, I might say that I have correspondence with Mr. Scheck and I just do not want to encumber this record. I just wonder if there is any question about it? I am trying to cut the record down as much as I can. I do not believe I will offer these letters. I might just state for the purpose of the record that I have here letters from the Department of Labor addressed to Mr. Hogue under date of December 20, 1943, and January 14, 1944, to Mr. Hogue as president of the

Independent Steelworkers Alliance in connection
2073 with the matters he has testified about.

We also have minutes of meetings with Mr. Murray, the Conciliator, and the management on these matters contained in minutes of the wage committee dated February 25, 1944, and April 22, 1944, and I would be glad to show those to any of the parties here if they care to see them.

Trial Examiner MYERS. Very well.

We will take a five minute recess now in case they care to look at them.

(Whereupon a brief recess was had, after which the proceedings were resumed as follows:)

Trial Examiner MYERS. Are you ready to proceed, gentlemen?

Mr. CHAMPION. Yes, sir.

Mr. ROSELL. Yes, sir.

Mr. BARR. Yes, sir.

By Mr. CHAMPION:

Q. Mr. Hogue, I ask you to look at the documents which have been marked as Board's Exhibits Nos. 34 and 35, and state whether those are duplicate originals of the signed contract between the Alliance and the Keystone Steel & Wire Company? They are already in the record?

A. Yes, they are.

By Trial Examiner MYERS:

Q. Those are the ones dated in February, 1943?

A. Yes, sir.

2074 By Mr. CHAMPION:

Q. Now, Mr. Hogue, you testified previously about some negotiations with the management concerning the change in the then existing vacation plan, have you not?

A. Yes.

Mr. CHAMPION. I will have to ask you for my Exhibit No. 1 again, please, Mr. Examiner.

Trial Examiner MYERS. Very well. (Handing document to counsel.)

By Mr. CHAMPION:

Q. I ask you to look at the instrument shown you

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marked for identification as Intervener's Exhibit No. 8, and I will ask you to state what that is.

(Thereupon the document above referred to was marked "Intervener's Exhibit No. 8" for identification.)

The WITNESS. That is the minutes of the wage meeting, June 15, 1937.

By Mr. CHAMPION:

Q. A meeting of the wage committee of whom?

A. Of the Independent Steelworkers Alliance with the management.

Q. On what date?

A. On June 15, 1937.

Trial Examiner MYERS. Off the record a moment.

(Discussion off the record.)

Trial Examiner MYERS. On the record.

Mr. CHAMPION. Mr. Reporter, have you got this 2075 document marked Intervener's Exhibit No. 8?

The REPORTER. Yes, sir.

By Mr. CHAMPION:

Q. I will ask you to look at this instrument which is marked for identification as Intervener's Exhibit No. 8 and state what that is.

A. That is the minutes of the meeting with the wage committee of the Independent Steelworkers Alliance and the management on June 15, 1937.

Q. And does that have to do with this question of vacation plan?

A. Yes, it does.

Mr. CHAMPION. It is quite a lengthy document, I will state, and I am not going to have it read into the record, because it all has to do with this question of vacation plan.

Trial Examiner MYERS. Are you going to introduce it?

Mr. CHAMPION. Yes, sir.

Trial Examiner MYERS. Is there any objection to the paper going into evidence?

Mr. CHAMPION. Intervener at this time offers in evidence a document which has been marked as Intervener's Exhibit No. 8 for identification.

Mr. ROSELL. No objection, Mr. Examiner.

Trial Examiner MYERS. Mr. Baer?

Mr. BAER. No objection.

Trial Examiner MYERS. There being no objection,
2076 the paper is received in evidence, and I will ask the reporter to please mark it as Intervener's Exhibit No. 8.

(The document heretofore marked "Intervener's Exhibit No. 8" for identification was received in evidence.)

Trial Examiner MYERS. Go ahead, Mr. Champion.

By Mr. CHAMPION:

Q. Mr. Hogue, I ask you to look at the exhibit which has already been received in evidence and marked as Intervener's Exhibit No. 1, and calling your attention particularly to the minutes of the regular meeting of the general committee of the Independent Steelworkers Alliance at Alliance Hall on Monday, June 7, 1937, at 3:30 o'clock, p. m.;—and I call your attention particularly to the paragraph in the middle of page 4 of those minutes,—and I will ask you to state whether or not those minutes disclose any discussion of the change in the vacation plan.

Trial Examiner MYERS. Before you answer that question, Mr. Hogue, will you read the first few words of that paragraph, because it is described as page 4, and if this case goes to court it will be in a printed volume and the court will not know just what paragraph you are referring to.

Mr. CHAMPION. That is right, Mr. Examiner. The pages are not numbered in the book either.

Trial Examiner MYERS. Just read the first part of it, please.

2077 The WITNESS: (Reading):

"B. F. Hogue: 'We have had a lot of discussion about vacations. The thing is in the minds of a lot of the newer employees. They say, "Why don't we get a vacation, too"' "

Trial Examiner MYERS. That will be sufficient to identify it.

By Mr. CHAMPION:

Q. And that discussion continues on down from that point through several paragraphs thereafter, doesn't it? Or does it?

A. Yes, it does.

Trial Examiner MYERS. Now, will the reporter please read the unanswered question of Mr. Hogue?

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(Record read.)

The WITNESS. Yes, they do.

By Mr. CHAMPION:

Q. You have read, have you not, beginning with that paragraph, into the record?

A. Yes, sir.

Q. Mr. Hogue, I will ask you to look at the exhibit received in evidence, being Exhibit No. 1, and call your attention to the minutes of a regular meeting of the general committee of the Independent Steel Workers Alliance at the Alliance Hall on Tuesday, July 6, 1937, and direct your attention to the last paragraph on the second page of those minutes and state whether or not that contains a report of the wage committee with the management in connection with the vacation plan? Just answer that yes or no, please.

2078

A. Yes, it does.

Q. I wish you would read for purposes of the record the first two lines of that paragraph, the beginning portion of that paragraph.

A. (Reading):

"B. F. Hogue: 'We just had a meeting of the wage committee with the management this afternoon. We have had no chance to prepare minutes as we came from there right down here to this meeting.'"

Q. I think that is far enough just to identify the paragraph.

By Trial Examiner MYERS:

Q. What meeting was that, what date?

A. On the vacation plan.

Q. No, no, I mean what date is it?

A. One thing we touched on was——

Q. All right. I know that. What minutes are you reading from?

A. From the general committee.

Q. Of what date?

A. Let's see, of July 6, 1937, Tuesday, July 6, 1937.

Q. All right.

A. At 3:30 o'clock, p. m.

Mr. CHAMPION. Is there anything pending, Mr. Examiner, as far as you are concerned.

2079

Trial Examiner MYERS. No, I just wanted to be sure of the date of this meeting.

Mr. CHAMPION. I might say to the Examiner that I am almost through with my documentary proof, and I will just take a short while and I think we should conclude——

Trial Examiner MYERS. I beg your pardon?

Mr. CHAMPION. I might state to the Examiner that I am almost through with my documentary proof and I will just take a short while and I think that we can close with this witness very shortly.

Trial Examiner MYERS. Just take your time, Mr. Champion.

By Mr. CHAMPION:

Q. Mr. Hogue, I show you Intervener's Exhibit No. 1 received in evidence, and I call your attention to the minutes of a regular meeting of the general committee of the Independent Steelworkers Alliance at the Alliance Hall on Monday, October 4, 1937, and direct your attention particularly to the last two lines on the first page of those minutes, and I ask you whether or not that shows any action by the general committee in reference to the vacation plan which you have been describing?

A. Yes, it does.

Q. I wish you would please just read into the record those last two lines.

2080 A. (Reading):

"Motion by Fred Liesch, seconded by Harry James, that the vacation plan be accepted as offered. Upon question the motion carried."

By Trial Examiner MYERS:

Q. What plan was that?

Mr. CHAMPION. The Examiner has asked you a question, Mr. Hogue.

The Witness. Yes. I was trying to read here whether we had it in writing from the management or what. It was a day a year. We have up near the top of these minutes, or at the start of the meeting, right near the first part, we have a report on the vacation plan which has been pending over three months comparing with the first tentative plan, the first tentative offer we had from the management.

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Q. Well, now, go ahead with the report.

A. That was all of that. We must have the report from management on a separate paper.

By Trial Examiner MYERS:

Q. What did you say it was, one day a year?

A. That is what it was, one day for each year, with service up to ten. That was the plan accepted then and has been in effect ever since. Before we got one week for five years of service and up to ten, and after ten years of service, that is, continuous service, we got two weeks or ten days vacation with pay.

2081 Q. What was the date of the minutes you were just reading from?

A. October 4, 1937.

Q. On June 15th Mr. D. P. Sommer, in effect, offered you two days for the first year, two days a year,—five year men, four days, and fifteen year men ten days?

A. Yes.

Trial Examiner MYERS. All right. Go ahead.

By Mr. CHAMPION:

Q. Mr. Hogue, you have previously testified concerning negotiations between the Alliance and the Keystone in reference to the profit sharing plan by employees, is that true?

A. Yes.

Q. I will ask you to look at the document received in evidence as intervener's Exhibit No. 1, and I will call your attention to the portion referred to as minutes of the regular meeting of the general committee of the Independent Steelworkers Alliance at Alliance Hall, Monday, June 7, 1937, and particularly calling your attention to the third paragraph on the fifth page of those minutes, and I will ask you to state whether or not that shows any action by the general committee of the Alliance in reference to the profit sharing plan.

A. Yes, it does.

Q. I wish you would please read into the record

2082 that portion you have just referred to.

A. (Reading).

"H. Ackerman: 'I make a motion that we send the wage committee in after 5 per cent on the first million.'

"Seconded by Nat Clifton. Upon question the motion carried."

Q. Now, do you know of your own knowledge what percentage the employees got in the profit sharing plan on the first million dollars at the time of that motion

A. At the time of that motion?

Q. Yes.

A. Well, I see nothing at this time.

Q. No, no, no—strike my question.

Do you know what the profit sharing plan, if any—strike that out.

Was there a profit sharing plan in effect at that time, if you know?

A. Yes.

Q. Between employees and management?

A. Yes.

Q. Do you know at that time what per cent if any the employees got under the then existing profit sharing plan of the first million dollars net profit?

A. We got 4 per cent on the first million and we got a fixed sum on each one hundred thousand dollars above that.

2083 Q. Now, Mr. Hogue, I ask you to look at the instrument which has been received in evidence and marked as Intervener's Exhibit No. 1, and to that portion entitled "Minutes of the general committee of the Independent Steelworkers Alliance at the Alliance Hall Monday, July 1, 1944, at 3:30 o'clock, p. m."

Mr. MAHANNAH. That is 1940.

Mr. CHAMPION. 1940, I mean, at 3:30 o'clock, p. m., and I call your attention particularly to the last paragraph on page 2 and the first three lines of page 3 of those minutes, and I will ask you to state whether or not that records anything about the vacation plan as affecting employees and the management.

Mr. MAHANNAH. Profit sharing.

Mr. CHAMPION. I mean, profit sharing.

The WITNESS. Yes, it does.

By Mr. CHAMPION:

Q. Please read, if you will, into the record that portion.

A. (Reading):

"B. F. Hogue: 'We all got a letter from the company

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in regard to the change in the bonus plan for next year. Two years ago, we asked for a higher rate in the first million dollars of profit. It was then 4 per cent, as it is now. This offer is 6 per cent, which is definitely more money up to $1,400,000. I would suggest that we thank the company for the new plan up to $1,400,000 and ask them to make it 7 per cent after that."

2084

"After discussion, it was agreed to write the company and ask for more money in the upper brackets."

Q. Now, that profit sharing plan would affect all employees of the management, would it, that came within the provisions of it?

A. That is right.

Q. Without discrimination as to whether they belonged to a union or no union or what union they belonged to?

A. It is based—it is paid to everyone, as far as we know.

Mr. CHAMPION. Now, Mr. Examiner, that concludes my documentary proof on the thing. Maybe this would be a good chance to stop, and I think I can conclude with this witness probably very early this afternoon.

Trial Examiner MYERS. Very well. Before we adjourn for lunch I would like you to look through your records and see if you can ascertain whether there is in existence, and if it is in existence, will you please bring it into the hearing room, the minutes of the wages and working conditions committee with the management immediately prior to the meeting of June 15, 1937.

Will you let me have the minute book, please, a minute. There is something there that I would like to look up.

2085

(Document handed to Trial Examiner.)

Mr. CHAMPION. I will say to the Examiner that we will make a search for that and if we have it we will produce it.

Trial Examiner MYERS. Now, the minutes of the general committee of August 12, 1940, in those minutes there is a statement which reads as follows:

"B. F. Hogue read his report of the meetings with the attorney for the National Labor Relations Board."

Will you kindly see if that report is still in existence and if it is will you please bring it in?

Mr. CHAMPION. Yes, sir.

Trial Examiner MYERS. Do you want to adjourn now for lunch?

Mr. CHAMPION. Yes, sir.

Trial Examiner MYERS. Is that agreeable to everybody?

(No response.)

It seems to be. Nobody says anything to the contrary.

Very well, we will stand adjourned now until 1:45 o'clock.

Will that give you plenty of time to get your papers together?

Mr. CHAMPION. Yes, sir. I have completed my documentary proof.

Trial Examiner MYERS. Very well. We will stand adjourned now until 1:45.

(Thereupon an adjournment was taken to one forty-five o'clock, p. m.)

2086 AFTER RECESS

(Whereupon, the hearing was resumed pursuant to recess at 1:45 o'clock, p. m.)

Trial Examiner MYERS. Are you ready to proceed, gentlemen?

Mr. MARR. Yes.

Mr. Champion?

Mr. CHAMPION. Yes.

Trial Examiner MYERS: Are you ready to proceed, Mr. Rosell?

Mr. ROSELL. Yes, Mr. Examiner.

Trial Examiner MYERS. Mr. Hogue, will you resume the stand, please?

BRUCE F. HOGUE resumed the stand and testified further as follows:

Direct examination (Continued) by Mr. CHAMPION:

Q. Mr. Hogue, will you please state, if you know, when the last general increase in wages went into effect at the Keystone Steel & Wire Company?

A. It went into effect on July 19, 1942, and was retroactive to February 8, 1942, and consisted of five and a half cents per hour.

Q. Now, is it not true that that was a general increase that was paid throughout the industry?

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2087 A. Yes.

Q. Now, subsequent to that was there any negotiation between the Alliance and management about a further increase in the hourly rate of pay?

A. Yes, sir, there was.

Q. And when was that?

A. We continued to negotiate at that particular time. On August 9, 1942, all hourly rated workers, excepting production and common laborers were given an additional 2 cents per hour increase.

Q. Now, that was in addition to the five and a half cent general increase which was in effect, I believe, July 19, 1942, is that correct?

A. Yes, sir.

Mr. Rosell. May I have that question and answer read, please, Mr. Reporter?

(Record read.)

Mr. Rosell. Thank you.

Mr. Champion. Will the court reporter please mark this as Intervener's Exhibit No. 9.

(Thereupon the document above referred to was marked "Intervener's Exhibit No. 9," for identification.)

By Mr. Champion:

Q. Mr. Hogue, I will ask you whether or not there was any written contract entered into between the Alliance and management, say during the month

2088 of October, 1938?

A. Yes.

Q. I now show you the instrument which has been marked for identification as Intervener's Exhibit No. 9 and I will ask you to state if that is an original duplicate signed copy of such a contract?

A. Yes, it is.

Mr. Champion. We would like to offer in evidence the document marked Intervener's Exhibit No. 9 for identification, which I will show to counsel.

Trial Examiner Myers. Is there any objection?

Mr. Champion. And in that connection, Mr. Rosell, there are minutes of the wage committee having to do with that contract attached.

Mr. Rosell. Why don't you mark it all at once?

Mr. Champion. Well, I believe that is better this way.

(Thereupon the document above referred to was marked "Intervener's Exhibit No. 10" for identification.)

Mr. CHAMPION. Mr. Examiner, could I strike the last question or two out and the answers, because there is something in connection with this 2 cent increase, some documentary evidence which I would like to introduce to connect it up and it would not be out of order.

Trial Examiner MYERS. Wait now until I pass on this.

Mr. ROSELL. I am just reading that. I will not
2089 object to No. 9.

Trial Examiner MYERS. What about No. 10?

Mr. ROSELL. Well, I do not know that that has been offered as yet.

Mr. CHAMPION. No, it has not.

Trial Examiner MYERS. Oh, haven't you offered No. 10?

Mr. CHAMPION. No.

Trial Examiner MYERS. Is there any objection, Mr. Baer, to Intervener's Exhibit No. 9? Separate them, please, Mr. Champion.

Mr. BAER. No objection.

Trial Examiner MYERS. There being no objection, the paper is received in evidence and I will ask the reporter to please mark it as Intervener's Exhibit No. 9.

(The document heretofore marked "Intervener's Exhibit No. 9" for identification was received in evidence.)

Trial Examiner MYERS. Now, what do you want to do, Mr. Champion?

Mr. CHAMPION. In connection with the witness' answer about this 2 cent increase, I wanted to offer in evidence the minutes of the meeting of the wage committee held with management on July 31, 1942, having to do with this 2 cent increase, and I am getting it out of order, I am bringing another matter in here.

2090 Trial Examiner MYERS. That is all right. Will you have it marked as Intervener's Exhibit No. 11 for identification?

Mr. CHAMPION. Yes, will you please mark this, Mr. Reporter, as Intervener's Exhibit No. 11 for identification?

(Thereupon the document above referred to was marked "Intervener's Exhibit No. 11" for identification.)

Trial Examiner MYERS. Will you let me look at it, please?

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Mr. CHAMPION. Yes, sir. (Handing document to the Trial Examiner.)

Trial Examiner MYERS. Thank you.

Mr. CHAMPION. No. 9 is the contract, and No. 10 which I have had marked is the minutes in support of that, and No. 11 is in support of the 2 cent increase.

Trial Examiner MYERS. All right. Go ahead.

By Mr. CHAMPION:

Q. Mr. Hogue, I show you an instrument which has been marked for identification as Intervener's Exhibit No. 11 and I will ask you to state what that is.

A. That is a meeting of the wage committee of the Independent Steelworkers Alliance and management of Keystone Company in the office of Dan Sommer, Friday, July 31, 1942, at 1:30 p. m.

Q. Now, I will ask you whether or not that document any place in it refers to this question of the 2 cent raise which you have just previously testified about.

2091 A. Yes, sir, it does.

Mr. CHAMPION. We would like to offer in evidence Intervener's Exhibit No. 11 marked for identification as Intervener's Exhibit No. 11. It is quite a lengthy document. (Handing document to counsel.)

Mr. Rosell, I might say that the portion has to do,—I have no objection, I want the whole document in, but the part particularly applicable to the 2 cent raise, I think, is on the last page at the bottom there (indicating).

Mr. ROSELL. No objection, Mr. Examiner.

Trial Examiner MYERS. Mr. Baer, do you have any objection?

Mr. BAER. No objection.

Trial Examiner MYERS. There being no objection the document is received in evidence and I will ask the reporter to please mark it as Intervener's Exhibit No. 11.

(The document heretofore marked "Intervener's Exhibit No. 11" for identification was received in evidence.)

By Mr. CHAMPION:

Q. Directing your attention, Mr. Hogue, to the last three lines on page 9 of that exhibit——

Trial Examiner MYERS. That is the last page of the exhibit?

Mr. CHAMPION. That is right, sir, being the last page thereof, is there any mention made of this 2 cents
2092 per hour wage adjustment?

The WITNESS. That is right, it says: "After discussion, it was agreed that the 2 cents——"

By Mr. CHAMPION:

Q. Just a minute, please. Will you read into the record what those minutes state in reference to that?

A. (Reading):

"After discussion, it was agreed that the 2 cents per hour wage adjustment for maintenance men would go into effect as of August 9th."

Mr. CHAMPION. Mr. Examiner, you will probably want to look at this (handing document to the Examiner).

Trial Examiner MYERS. Thank you.

Mr. CHAMPION. May I have Exhibit No. 9 please, Mr. Examiner? (Document handed to counsel.)

By Mr. CHAMPION:

Q. Mr. Hogue, I show you an instrument which has been marked for identification as Intervener's Exhibit No. 10 and I will ask you to state what that is.

A. That is a meeting of the wage committee of the Independent Steelworkers Alliance with the management of Keystone Company at the offices of Dan Sommer on Friday, October 21, 1938, at 1:30 p. m.

Mr. MCGRATH. I assume, Mr. Champion, that they are minutes?

Mr. CHAMPION. Yes.

2093 Mr. MCGRATH. I thought he said "meeting."

By Mr. CHAMPION:

Q. Mr. Hogue, you say that is a meeting of the wage committee. Do you mean to say that those are the minutes of the meeting of the wage committee with the management on October 21, 1938?

A. Yes, they are the minutes.

Q. Now, do these minutes in any way refer to the contract dated October 22, 1938, which have been received in evidence and marked as Intervener's Exhibit No. 9? Just look them over, please.

A. Yes, they do.

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Mr. CHAMPION. Intervener offers in evidence the instrument marked for identification as Intervener's Exhibit No. 10.

Trial Examiner MYERS. Is there any objection?

Br. BAER. No.

Trial Examiner MYERS. There being no objection, the paper is received in evidence, and I will ask the reporter to please mark it as Intervener's Exhibit No. 10.

(The document heretofore marked "Intervener's Exhibit No. 10" for identification was received in evidence.)

By Mr. CHAMPION:

2094 Q. Mr. Hogue, I believe you previously testified that you were an electrician, is that right?

A. Yes.

Q. And you have been since your employment there?

A. That is right.

Q. Did you have occasion to go into the steel plant as an electrician?

A. Well, many years ago, not for some seventeen years.

Q. Now, Mr. Hogue, you have testified to attending several meetings at Heitzman's Hall in the month of April of 1937. I believe you testified to a meeting where there were eight or ten present, and then you testified later that there was a meeting of April 16, 1937, where a larger group was present, and then a meeting of April 21, 1937, held at Heitzman's Hall when still a larger group was present.

Now, you stated that that meeting was open to anyone. What do you mean by that?

Mr. ROSELL. Which meeting?

Mr. CHAMPION. Any three of the meetings—no, strike that.

I want to fix that meeting in my mind, because there was a question asked about that, Mr. Examiner.

Trial Examiner MYERS. Very well, Mr. Champion.

By Mr. CHAMPION:

Q. Strike that question, please, Mr. reporter.

Mr. Hogue, you have testified heretofore that you were present at a meeting of the Alliance on April 21,
2095 1937, at Heitzman's Hall in Bartonville, and there was some reference made to the meeting, that it was

open to anyone that wanted to come there as workmen of the Keystone and so forth.

Now, I want to clear this up and get it definitely into the record:

Who was that meeting open to, as far as attendance was concerned?

A. That was open to all Keystone employees.

Q. And to anyone else?

A. No, not that I know of.

Q. That was the purpose of the meeting?

A. Yes, that is right.

Q. As far as you know, though, there were only employees of the Keystone present at that meeting?

A. As far as I know, yes.

By Trial Examiner Myers:

Q. The purpose of that meeting was to organize the Keystone employees, is that right?

A. Yes, that is right.

Mr. Champion. Mr. Examiner, you asked me to produce, if I could, minutes of any annual meeting of the Alliance, and I might state for the record that in Intervener's Exhibit No. 1, I am just calling this to your attention, sir, under date of Wednesday, April 20, 1938, if the Examiner will kindly turn to that——

Trial Examiner Myers. What date is that?

2096 Mr. Champion. Wednesday, April 20, 1938, and I believe the Examiner will there find the minutes of the first annual meeting of the organization.

In response to the same request from the Examiner in Intervener's Exhibit No. 1 under date of April 21, 1941——

Trial Examiner Myers. April 21, 1941?

Mr. Champion. Right, yes, sir.

Trial Examiner Myers. Yes, sir.

Mr. Champion. I believe the Examiner will there find minutes of the fourth annual meeting of the Alliance under that date.

Trial Examiner Myers. The what?

Mr. Champion. The fourth annual meeting of the Alliance under that date.

Trial Examiner Myers. Where is the third?

Mr. Champion. Sir?

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Trial Examiner Myers. Where are the minutes of the 2nd and 3rd annual meeting?

Mr. Champion. I am just going to add, Mr. Examiner, that we have discovered those minutes of the first and fourth, and as yet we have not discovered the minutes of the second and third annual meetings, and we are endeavoring to locate those, and if we do they will be submitted promptly to the Examiner.

Trial Examiner Myers. Very well.

2097 Mr. Champion. In connection with that, Mr. Examiner, I call, in connection with the minutes of the first annual meeting of the Alliance, I call the Examiner's attention to Board's Exhibit No. 58, which is the first annual report of the president submitted in connection with the minutes of the first annual meeting of the Alliance.

Mr. Barr. What date is that?

Mr. Champion. The date is April 28th.

By Mr. Champion:

Q. Mr. Hogue, I will ask you if there are any differences or matters of disagreement between the management and the Alliance in reference to the open hearth department.

Mr. Rosell. When?

By Mr. Champion:

Q. Just answer that question yes or no.

A. On the open hearth furnace repair, there was.

Q. And do you know about when that occurred?

A. It was in 1943, I think in the month of October, and possibly early November.

Q. Now, I will ask you to state in your own language so that I will not be leading you, what the differences were between the Alliance as a bargaining agency and the management in reference to that particular department during the months that you have mentioned.

A. Well, that is rather a hard job of brick work, hot and hard, and we felt that the rates were wrong.

2098 Many of the men got common labor rates of 78 cents an hour. Finally that dispute culminated in the men's refusal to work.

Q. And did the Alliance, subsequent to the time when

the men refused to work in that department, do any bargaining with management in reference to that rate? Answer that yes or no.

A. Yes.

Q. And what was accomplished, if anything?

A. Well, we got a raise up to 95 cents for all the men who got under 95 cents, and all the men above that got a straight nickel an hour raise.

Q. Now, Mr. Hogue, I will ask you whether or not the Alliance furnished any type of service to its membership, other than representing the members as bargaining agent with the company.

A. Yes.

Q. What type of service does the Alliance render its employees, members, if any, other than what you have heretofore described?

A. Well, income tax service, that is, aiding the men in preparing their income tax returns.

Q. Who does that?

A. Jim Mahannah, the assistant secretary.

Q. Of the Alliance?

A. Yes.

2099 Q. And is that done without charge?

A. Yes.

Q. Now, is there any other service that is rendered to your members outside of that?

A. Well, free notary service all around.

Q. Sir?

Q. I say, free notary services. He makes out automobile licenses for the members free and other things like that.

Q. And is that without charge?

A. Yes.

2100 Cross examination by Mr. Rosell:

Q. Mr. Hogue, what is the name of the department you work in?

A. The Electrical Department.

Q. And that is a maintenance department, is it not?

A. How is that?

Q. That is a maintenance department?

A. Well, not only maintenance, it is construction as well.

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Q. It is not a production department?
A. No.
Q. Who is your foreman there?
A. George Weiman.

By Trial Examiner Myers:

Q. How do you spell his last name?
A. W-e-i-m-a-n.

By Mr. Rosell:

Q. Who is the head electrician in the plant?
A. How is that? Who is the head of it?
Q. Yes, the head electrician.
2101 A. William Brown, I believe is electrical engineer or chief electrical engineer, something like that.
Q. Do you know his exact title?
A. No, but he is the head of it, I know that.
Q. The head of all the electrical work in the plant?
A. Yes.
Q. That is, throughout the entire plant, is it not?
A. Both sides, that is right.

By Trial Examiner Myers:

Q. When you say "both sides" you mean the steel and wire?
A. The steel plant and the wire mill.

By Mr. Rosell:

Q. And does the department in which you work come under his jurisdiction?
A. Yes, it does.
Q. Does he give you instructions at various times?
A. No, he could, but they are all passed on by George Weiman or Henry Getz.
Q. And does Mr. Brown maintain offices in the plant?
A. Yes, he does.
Q. Where?
A. Out by the fabric department. It is located, oh, I would say to the west and center of the plant.
Q. And he has a secretary, does he?
A. He don't have any secretary, he has a clerk.
Q. And who is his clerk? What is his name?

2102 A. Jim Mahannah is his clerk.

Q. And Jim is a brother-in-law of Mr. Brown, isn't he, Mr. Mahannah?

A. He could be. I know nothing about their in-laws or whatever they are. He could be. That I would not say.

Q. Mr. Hogue, I believe you stated on direct examination that membership in the ISWA is open to employees of other plants, is that right?

A. Well, that was the intention. We never have took yet and branched out any. That was the intention when we organized it, to take and expand.

Q. And was the constitution drawn with that aim in mind?

A. That is what they had in mind.

Q. And committees which the constitution sets up would apply to all members of the Alliance, is that right?

A. Yes.

Q. Now, as a matter of fact your constitution provides, does it not, that members of the committees, two must come from the wire mill and two from the steel mill?

A. Yes.

Q. And that is restricted only to boys of the Keystone, is that correct?

A. That is right.

Q. Your constitution likewise provides, does it not, Mr. Hogue, that in the event the president and the vice-
2103 president are both of them elected from the wire mill or steel mill side then in that event, the plant, not having either a president or a vice-president coming from that side, would have the right to have someone appointed on the wage or seniority committee?

Mr. Barr. I wish to object, Mr. Examiner, to Mr. Rosell going down through the entire constitution which has been introduced in the record, and the record will speak for itself, but as going into provision after provision, unless there is something definite that he can not bring out any other way, that thing can go on for three days. The entire book is in evidence and is the best evidence and speaks for itself.

Trial Examiner Myers. The objection is overruled. Will the reporter please read the question to the witness?

(Record read.)

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Mr. Baer. I want to make the further objection that it calls for a conclusion of this witness.

Trial Examiner Myers. I do not think it calls for a conclusion of the witness. It calls for his interpretation of the constitution, and he, being one of the drafters of the constitution, I think Mr. Rosell has a right to interrogate him about it, but I think he should reframe the question and make it a little clearer.

2104 Mr. Rosell. I will withdraw the question, then.

By Mr. Rosell:

Q. Mr. Hogue, now, in the event the president and vice-president of the Alliance, who are elected, both come from the same side, that is, either the wire mill or the steel mill, does your constitution have any provision as to the rights of the other side of the plant which has not had a president or vice-president elected at that time?

A. Yes, they do.

Q. And what is the provision?

A. Well, in that event there would be one of the standing committees appointed to be the nominal head of the side that had no representation as an officer.

Q. That would be either the wage or seniority committee, is that right?

A. Yes, or I think the rules committee, I think either one of the three, I believe, I don't just remember. I thought it said that. That is from my memory, but I thought it said any standing committee. I ain't sure.

Q. I will show you a copy of Board's Exhibit No. 19, which is the constitution and bylaws, and I will refer you to page 13, which is Article 2, subparagraph F, and see if the statement there gives it to you.

A. No, it would have to be from the wage or seniority committee.

2105 Q. Then my question is correct?

A. That is right.

Q. Likewise, your constitution makes provision, does it not, with respect to which side a man will become vice-president in the event a vacancy occurs in that office, is that correct?

A. Yes, I think it does.

Q. Now, I will show you Board's Exhibit 19, which is your constitution, and refer you to subparagraph G on

page 13 and ask you whether that provision substantially makes such requirement.

A. Yes, it does.

Q. Now, Mr. Hogue, when a person is elected a department committeeman, does he have to be employed in the department in which he is elected?

A. He always has been, as far as I know. I don't ever know of any that were not.

Q. Well, in the event a person is elected a committeeman and is transferred out of that department, does he remain a committeeman?

A. No, the alternate takes up, the next alternate.

By Trial Examiner Myrns:

Q. Supposing the alternate is also transferred to another department, what happens then?

A. Well, the next alternate would take up. We usually have six on the ballot, that provides for three alternates.

2110 Q. Does the company employ persons known as supervisors?

A. Well, they have men who I would call supervisors, I presume. I don't know just what title that the company gives them. They have a various assortment of titles, leaders, and I couldn't just take right now and name a man who I know is a supervisor, although they may have some in there. All the men in the galvanizing I know are foremen, that is, the head men. I don't know any supervisors in there and the men in the drawing room, as far as I know, are the same way, so I could not just say. They may have supervisors. I don't know what title that they do give them. It is a little out of our line. We have had men in the past who were on the borderline as far as eligibility in our union, and we have sent to the management to have them explain just what the status of the employee, that is, his authority was, and from

2111 time to time we have taken men out of the membership because of that responsibility that they may or may not have.

Q. And what is that responsibility?

A. Well, if they take and explain that the man to them has authority over them that is in excess of what a supervisor should have in accordance with our by-laws, then we

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do not want him in our membership. We have had men that we have had to take off of our membership rolls of our own complaint, that is, on our own investigation.

Q. And when, at what point in accordance with your by-laws do you remove them from membership?

A. How was that?

Q. I will withdraw the question.

At what point would the Alliance take action to remove a man from membership in acordance with your by-laws?

A. It all depended on the amount of authority the man had. That would be up to us to take and weigh that, whether a man should be considered an agent of the company or still entitled to membership in the union.

Q. Substantially your by-laws provide, do they not, that persons having the right to hire or discharge are not eligible for membership?

A. Yes.

Q. What about persons who can recommend hiring or discharging?

2112 A. Well, those are the ones I am telling you about, that we have to weigh sometimes. We are not always willing to take the management's word that a man is a foreman or not. In other words, a man, he could be taking and assuming considerable authority and still possibly take and come within the meaning of a supervisor there or a leader, if that is the case, and then naturally we want the man as a member.

Q. At what point is his authority such that you would oust him from membership?

A. Well, I would say that whenever the man's loyalty to the company is in excess of loyalty to the union.

Trial Examiner Myers. What was that? Will you please read that back for me, Mr. Reporter?

(Record read.)

By Trial Examiner Myers:

Q. Aren't you loyal to the company?

A. Yes, sir, I am, as far as my job is concerned.

Q. And you are still a member of the union, aren't you?

A. Yes.

Q. What do you mean, then?

A. Well, by that I mean just this, if a man would be, or he would take his job in such a way that he would take

and cause our membership trouble in order to help the company, or take his responsibilities in such a way that he would not make a good member of the Alliance—

2113 there is some men, some men possibly who are supervisors who would make excellent members and there is some members who are operators alone and who would have little actual authority, but who would take far more authority than what they had and even they could take and cause their membership trouble if they so desire. The subject is broad. You could take and explain for a week and then you could still find different things in it.

Q. You don't mean that foremen encourage membership in the union?

A. We have never had foremen or assistant foremen in the union.

Q. I do not know what you are talking about when you say "loyalty".

A. Well, he is trying to get me to say that we will say to,—that we will say amen to all supervisors, to tell them that they are welcome to come right into the membership.

Mr. Roskll. No, sir.

Trial Examiner Myers. No, he is not trying to do that at all. He is trying to find out who you will not allow in the union, in the Alliance, who is not eligible to join.

The Witness. Men having the right to hire or fire.

Trial Examiner Myers. That is all he wanted you to say in the first instance, if that is the fact.

By Trial Examiner Myers:

Q. So when you say that a foreman who has asked

2114 people to join the union, that is, join the Alliance, and thereby being disloyal to the company or loyal to the union, that would mean that he is eligible to join your union, is that right?

A. No, a foreman, we regard him as a company official. In other words, we regard him as one of the management.

Q. That is right, but when you said some are loyal and some are not loyal——

A. Well, maybe I got it all mixed up.

Trial Examiner Myers. I do not want the record to show it that way, that those foremen who are disloyal to

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the company and loyal to the Alliance, that you would take them into the Alliance. You don't mean that, do you?

The WITNESS. No; no, sir.

By Mr. ROSELL:

Q. Now, Mr. Hogue, I show you intervener's Exhibit No. 1 and I call your attention to the minutes of the regular meeting of the general committee of the ISWA held on Monday, May 17, 1937, and I will ask you to read into the record the last paragraph on that page, starting with: "B. F. Hogue: The next order of business——"

A. (Reading):

"B. F. Hogue: 'The next order of business will be the appointment of the standing committees for the coming year. I present the following names for your approval: rules, ways and means committee to consist of Harry James, chairman; John Elmore, William McGowan,
2115 Arthur Chamberlain; wage and working conditions committee, Ross White, chairman; Charles Ball, Herbert Moore, Ernest Sering. Seniority committee, William Backes, chairman, Garnett Yocum, Roemer Chaney and Ed Pagen.'"

Q. Now, Mr. Hogue, those were the permanent personnel, or the permanent committees appointed, is that right, after your first election?

A. That is right, for the coming year.

By Trial Examiner MYERS:

Q. As I understand it, the officers of the organization are also members of the various standing committees, is that right?

A. Yes, sir, that is right.

By Mr. ROSELL:

Q. Now, to be a member of a standing committee, does the person have to be a committeeman of his department?

A. Well, he always has been.

Q. Now, Mr. Hogue——

A. We would have the right to take and appoint others on the standing committee, but as far as I know there isn't anything in the bylaws against that, but we have always appointed members of the department committees to the standing committee.

Q. In other words, the department committeemen are members of the general committee, is that right?

A. The chairman is.

2116 Q. The chairman?

A. That is right.

Q. And the chairman of the various department committees constitute the general committee, is that correct?

A. Yes.

Q. And from the membership of the general committee you appoint members to the standing committee, is that correct?

A. That is right.

By Mr. CHAMPION:

Q. Subject to the approval of the general committee?

A. That is right.

By Mr. ROSELL:

Q. That is, the president appoints them subject to the approval of the general committee?

A. They have to be approved by the general committee.

Q. Now, Mr. Hogue, I will call your attention to the minutes of the temporary general committee of the ISWA for the meeting held on Tuesday, April 27, 1937, and I ask you to read the portion pertaining to the appointment of committees starting with in the middle of the second page of the minutes of that meeting, starting with, "B. F. Hogue: 'In order to expedite—'"

A. (Reading):

"B. F. Hogue: 'In order to expedite our business as quickly as possible, I am going to appoint the following temporary special committeemen:

2117 "'Rules committee: Harry James, chairman, John Elmore, William McGowan, Arthur Chamberlain; wage and working conditions committee: Ross White, chairman, Charles Ball, Herbert Moore, Ernest Sering; seniority committee: William Backes, chairman, Garnett Yocum, Roemer Chaney and Ed Pagen.'"

Q. Now, I will ask you to again examine the committees you appointed as permanent personnel and state whether or not persons appointed to the permanent committees are the same persons appointed to the temporary committees?

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A. Surely; they were all good men; surely.

Q. And the temporary committee, I take it, these temporary committees, rather, I take it, functioned up until the permanent committees were appointed?

A. Yes, that is right.

Q. Now, this time you appointed your temporary committees on April 27th, that was the day before the company recognized you, is that correct?

A. Yes, that is right.

Q. They recognized you the next day, April 28, 1938, is that correct?

A. I think the following day, possibly the very next day after that meeting.

Q. 1937, I should have said. I am sorry. These committees were appointed on April 27, 1937, and the
2118 meeting with management was held the next day of April 28, 1937, is that correct?

A. That is right.

Q. And the committee which you read and which you appointed the previous day met with management, is that correct?

A. That is correct.

Q. By the way, who writes up these minutes?

A. Who?

Q. Yes.

A. Jim Mahannah, I presume. Jim, he takes them in shorthand and I presume that he would do the typing. Earl, he has the responsibility for them, but Jim has always been our stenographer.

Q. He was from the inception of the Alliance, wasn't he?

A. Yes, that is right.

Q. And Mahannah, was it Mahannah that took these minutes which are incorporated in Intervener's Exhibit No. 1, the minutes of the general committee?

A. Yes, I think it was. Does it say on the end there?

Q. Of course, all those minutes are signed by Mr. Lowman, aren't they?

A. Yes, but I thought maybe it might say something on there about Jim Mahannah if he was present, he done the typing there. There has been times perhaps when he wasn't there.

By Trial Examiner MYERS:

Q. Has he taken the minutes of all of the meetings he attended?

2119 A. Yes, whenever he attended.

Q. Since its inception, since the inception of the Alliance?

A. Yes, sir.

Q. Up to date?

A. Yes, sir.

By Mr. ROSELL:

Q. And as far as you know these minutes are true and correct?

A. Yes, as far as I know.

Q. By the way, is that the original minute book that you had when you first got started?

A. I don't know. Do you mean when we first organized did we have that book?

Q. That is right.

A. There is a possibility we did. I couldn't recall just what stationery we had at that time. I do know we had that for a long, long time.

Q. Do you recall the first time you started using this book?

A. Possibly we began using it right away. I could not just remember.

By Trial Examiner MYERS:

Q. Who took the minutes at the KEA meetings?

A. Well, we had one clerk, one clerk whose name was Irvin Bube.

By Mr. ROSELL:

Q. That is spelled B-u-b-e?

2120 A. B-u-b-e, yes, sir.

By Trial Examiner MYERS:

Q. Anybody else?

A. No, I guess that was all.

By Mr. ROSELL:

Q. Bube took them at the time prior to the time Mahannah became active recording secretary, isn't that right?

A. Yes, he did.

BLEED THROUGH – POOR COPY

Q. Before the KEA went out of existence Mahannah was doing that work in lieu of Bube, is that correct?

A. I think Bube continued right up to the dissolution of the KEA, but evidently what's his name, Jim, was already assistant secretary in the KEA. I don't just remember. My memory of that is not so good. It must have been just before the end of the KEA, though, when Jim came in. I don't remember how long it was.

Q. Do you know whether these minutes have ever been retyped, Mr. Hogue?

A. No.

Q. Your answer, "No," means what?

A. No, I don't know whether they have been or not.

Mr. ROSELL. May I have Board's Exhibit No. 9, please?

(Document handed to Mr. Rosell.)

By Mr. ROSELL:

Q. On direct examination, Mr. Hogue, I believe Mr. Champion showed you the minutes of the meeting with management on April 28, 1937, at which the company recognized the Alliance as the bargaining agent?

2121

A. Yes.

Q. Do you recall seeing those minutes?

A. That is right.

Q. And you stated at that time, did you not, that those minutes were correct?

A. Yes, as far as I can remember, they were.

Q. Well, I will show you Board's Exhibit No. 9, and I show you page No. 4 which starts with the minutes of the temporary committee on wages and working conditions held with management on Wednesday, April 28, 1937, and I will ask you to examine those minutes again and refresh your recollection if that is correct.

A. As far as I know.

Q. Mr. Hogue, I show you Board's Exhibit No. 9. Turn to the minutes of that meeting held on April 28, 1937, and I will ask you to read the persons present according to those minutes as members of the wage committee.

A. Vernon Auld, John Elmore, Ross White, Jim Mahannah, R. I. Sommer, D. P. Sommer——

Q. I asked you just to read the members—OK, continue on with all those that were present.

A. B. F. Hogue, Paul Contrall, Earl Lowman, Jerry Moran.

Q. Now, read the names——

Trial Examiner Myers. Those are the people
2122 who were present at that meeting, is that right?

The Witness. That is what it says.

By Trial Examiner Myers:

Q. But they are not members of the wage committee, only some of them are members of the wage committee?

A. There was two of these were not.

Q. Those are the two Sommers?

A. Two of the men could not come, I think, and I appointed two more.

Q. You mentioned a man by the name of Sommer.

A. R. E. Sommer.

Q. He was not a member of the wage committee, was he?

A. No, but he attended that meeting. It was in the company office.

Q. He represented management, did he not?

A. That is right.

By Mr. Rosell:

Q. How about D. P. Sommer?

A. D. P. Sommer, the general superintendent, was also there.

Q. Then the members of the wage committee there present were who?

A. Jerry Moran, Vernon Auld, John Elmore and Ross White.

Q. I show you Board's Exhibit No. 20, which is a photostatic copy of Intervener's Exhibit No. 1, that is the minutes of the general committee of the ISWA, and I show you again——

Trial Examiner Myers. As of what date?

2123 Mr. Rosell. The meeting of Tuesday, April 27, 1937—[Continuing]—the portion you read into the record appointing members of the temporary committee, and I ask you to read into the record the names of the persons on the wage and working conditions committee.

The Witness. Ross White, Charles Ball, Herbert Moore and Ernest Sering.

BLEED THROUGH – POOR COPY

Q. And these were the men appointed on April 27, isn't that right?

A. That is right.

Q. Now, are those the same persons that appeared at the meeting on April 28th?

A. Well, only one of them.

2124 By Mr. Rosell:

Q. Mr. Hogue, I show you Board's Exhibit No. 20 and I call your attention to the photostatic copy of the minutes of the meeting of Monday, June 7, 1937, and I call your attention to the portion I believe you read on direct examination pertaining to the obtaining of a check-off system?

A. Yes.

2125 Q. Now, I will ask you to examine that carefully, that paragraph again, Mr. Hogue.

A. Yes, sir.

Q. Now, according to that paragraph you announced, did you not, that after meeting with the company that morning you had obtained the check-off system, is that correct?

A. Yes.

Q. And that was the same morning, rather, it was the morning prior to the meeting of June 7th, 1937?

A. The morning prior.

Q. I mean, the same morning of June 7, 1937?

A. Let me see it again.

(Document handed to witness.)

Q. The morning you referred to of your meeting with management in obtaining the check-off?

A. I don't know, all it says up here is June 7th.

Q. It says here, does it not, "We received no answer to the last part of our request in regard to having new employees join the ISWA, so we contacted D. P. Sommer this morning."

A. Yes, yes, I believe it was.

Q. That was the morning of June 7, 1937?

A. Yes, sir.

Q. Now, in the same minutes I call your attention to the portion reading: "The secretary-treasurer read the following bills for approval of payment."

2126 That action was taken prior to the announcement of the check-off system, is that correct?

A. No, that is the way he did take it and put it in there, but that is not in the regular order. That is, the regular order is the bills, I think, are a little bit farther down.

Q. As far as you know are those minutes correct?

A. Yes, they are correct, as far as the figures are concerned, that is true. I could not say they were not correct, sure enough.

Q. Do you know if these minutes reflect the procedure in which you carry on your business, all of these minutes?

Mr. BARR. I object to that.

The WITNESS. I would not say that there was chance in there that for some reason or other they were read there first, I don't know, I couldn't say.

Q. Now, among the bills, then following the listing of the persons to whom payments are made and the amount, there reads as follows: "Motion by William Backes, seconded by Nelson Vance, that the bills be approved and paid as read. Upon question the motion carried."

A. Yes.

Q. Now, among one of those bills approved is the item "Labor for deducting dues, $10.64, is that correct?

A. Yes.

Q. That is what it says, isn't it?

2127 A. That is what it says.

Q. So that a bill was approved for payment of deducting dues before you even announced obtaining a deduction of dues, is that right?

A. It was at the same meeting.

Q. Had dues already been deducted at that point?

A. No.

Q. You announced that just that day, is that correct?

A. That is right, we knew what we were going to pay.

Q. You were going to pay how much, $10.64?

A. Well, we knew the amount, we had an estimated amount, if I remember right, on the first one in there, and I think later it was a higher amount and we had to take and make a protest on it. I don't just recall.

Q. Now, as a matter of fact, it is true, is it not, that at the time that bill was approved no dues had as yet been deducted, is that correct?

BLEED THROUGH – POOR COPY

A. No.

Q. What does your answer, "No," mean?

A. I said no, they had not been deducted yet.

2139 By Mr. ROSELL:

Q. Mr. Hogue, I believe you testified, did you not, on direct examination, that you dropped your connection with the Red Brands in the season of 1935; is that correct?

A. As manager?

Q. As manager?

A. Yes.

Q. Well, did you continue your connection with the team in that year?

A. Well, only so far as the KEA was sponsoring the move, that was all. I helped at the ball park and continued my interest in it, but I was not manager of the club any more.

Mr. CHAMPION. May I interrupt a minute, Mr. Rosell?

Trial Examiner MYERS. I beg your pardon, sir?

Mr. CHAMPION. I say, may I interrupt just a moment, please.

Did you fix that year as 1935? I mean, as to when he severed his connection?

Mr. ROSELL. I asked him if that was the correct year.

Mr. CHAMPION. I am not clear in my mind.

The WITNESS. That is my best knowledge.

Mr. CHAMPION. I was trying to straighten this out, Mr. Examiner, whether his service terminated in

2140 1935, at the end of the season, and he was through starting with the season of 1936 or whether he had no connection with the matter in 1936.

By Trial Examiner MYERS:

Q. Will you please explain that to Mr. Champion and myself?

A. I went through the season of 1935 as manager of the club.

Q. That was the year you were president of the KEA?

A. Yes, sir.

By Mr. ROSELL:

Q. You were elected president of the KEA in the fall of 1935, isn't that right?

A. That is right.

Q. Now, during the year 1936, you were not manager of the Red Brands ball team, were you?

A. No, I don't think so.

Q. But you were president of the KEA; is that right?

A. That is right.

Q. And in that capacity, if I understand you correctly, you, as president of the KEA, maintained an interest in the ball club by virtue of your office, is that right?

A. Well, as to that, the fact of the matter is that I liked baseball and I had been interested in it for many years. That is true.

Q. Now, the team operated during the year 1936, did it not?

A. Yes.

2141 Q. And they played, did they not, on the ball field that had started to be used in August of 1935?

A. Yes.

Q. And there were lights on the field, weren't there? Were there not?

A. Yes.

Q. Most of the games were played at night?

A. Yes; I would say they played some Sunday afternoon games, as well, but they always had the field busy on Sunday nights, and I think another night was Thursday night that the hard ball played and charged admission, and the other nights it was thrown open to the employes of Keystone for their fun.

Q. Who furnished the power for those lights?

A. The Keystone Company furnished the power.

Q. Now, were there stands there?

A. Yes.

Q. That is, on which people could sit?

A. There were bleachers, bleacher seats—not seats.

Q. But seats of some kind?

A. That is right.

By Trial Examiner Myers:

Q. There was what is commonly known as a grandstand, is that right?

A. No, it was bleachers.

Q. I take it you did not have any grandstand?

BLEED THROUGH – POOR COPY

A. No, we had not got that far.

2142 Q. But, in any event, there were seats where people sat to watch the games?

A. Yes.

By Mr. Rosell:

Q. Who furnished the lumber and material for those seats?

A. The company, the Keystone Steel & Wire Company furnished the material.

Q. Now, was there a loud speaker system there at the ball field?

A. Yes, there was.

Q. And who furnished that, Mr. Hogue?

A. That was—I think that was bought by the ball fund. I ain't just sure about that. I think it was bought out of the earnings from the ball fund.

Q. And did the loud speaker system remain there after the Alliance was organized, during the season of 1937?

A. I don't remember whether it did or not. They played there that summer. I presume that it was there. It could have been. I don't just know.

2144 Mr. Rosell. I will ask the reporter to mark this document as Board's Exhibit No. 104, for identification.

(Thereupon, the document above referred to was marked "Board's Exhibit No. 104," for identification.)

By Mr. Rosell:

Q. Mr. Hogue, I show you Board's Exhibit No. 104 for identification and I will ask you whether you

2145 have ever seen that document or one like it. Examine it, please. (Handing document to witness.)

A. Yes.

Q. And is this document a mimeographed document, Mr. Hogue?

A. I don't know; I don't know. It could be, but I don't know.

Q. Where did you last see a document like that?

A. I don't remember. I saw it down there, I presume. I don't know where else I would have seen it.

By Trial Examiner Myers:

Q. Down where?

A. At the Keystone plant, possibly in our KEA office. What I mean is, I don't know whether it is mimeographed or not. I could not tell you a mimeographed sheet from any other kind of sheet.

Q. Was it prepared by you?

A. Yes, it was.

Q. Was it signed by you?

A. Yes.

Q. Was it signed by Earl Lowman and Paul Cantrall?

A. I could not say. It has their names on it and I would presume so. I know of no reason to doubt that it was not.

By Mr. Rosell:

Q. At about the date it bears, October 30, 1936?

A. I presume so.

2146 Mr. Rosell. I offer this document in evidence as Board's Exhibit No. 104.

By Trial Examiner Myers:

Q. After you signed it, what happened? Did you distribute it?

A. I presume that was the intention of it, to take and put them out where the members could get hold of it. That was the prime object in that.

Q. Well, was it done?

A. Well, to tell the truth about it, I don't remember whether it was or not. That must have been the reason, but I can not remember actually ever putting them out, that table, I do remember preparing that chart on there, but as far as mailing them out or not, I honestly don't remember.

Q. Well, are the facts contained in this paper true?

A. As far as I knew, they were, yes, sir.

Mr. Rosell. Mr. Examiner, I offer this document in evidence.

Trial Examiner Myers. Is there any objection?

Mr. Barr. We object to it as being entirely immaterial and not proof or tending to prove any issue in this case and it is not binding in any way upon the respondent.

Mr. Champion. Intervener objects, Mr. Examiner, on the ground that it is incompetent and does not tend to bear on any of the issues in this case.

BLEED THROUGH – POOR COPY

Trial Examiner MYERS: I will overrule the objec-
2147 tion and receive the paper in evidence and will ask the reporter ot please mark it as Exhibit No. 104.

(The document heretofore marked "Board's Exhibit No. 104," for identification, was received in evidence.)

2149 Mr. ROSELL. Mr. Examiner, I will ask the reporter to please mark this document as Board's Exhibit No. 105 for identification [handing copies to counsel].

(Thereupon, the document above referred to was marked "Board's Exhibit No. 105," for identification.)

By Mr. ROSELL:

Q. Mr. Hogue, I show you Board's Exhibit No. 105 for identification, and I will ask you if you have ever seen a document like that before [handing document to witness].

A. Yes; yes, I saw that before.

Q. And what is that document?

A. Well, it is a letter from the Keystone Company.

Q. To whom?

A. To employes of the Keystone Steel & Wire Company.

Q. And did you receive a letter like that on or about August 6, 1941?

A. Yes.

Q. And that bears a rubber stamp signature of Mr. R. E. Sommer?

A. That is right.

Mr. ROSELL. I ask that this document be received in evidence, Mr. Examiner, as Board's Exhibit No. 105.

Trial Examiner MYERS. Is there any objection to the introduction of the exhibit into evidence?

2150 Mr. BAER. We have no objection, except that it is entirely immaterial to any issue in this case. I wish that Mr. Rosell could state some reason why this record should be continually cluttered up with absolutely immaterial documents.

Mr. ROSELL. Mr. Examiner, if the documents——

Mr. BAER. Let me finish.

Mr. ROSELL. I am sorry.

Mr. BAER. This record is filled with documents of this sort. Two-thirds of the documents introduced so far are absolutely silly.

Mr. ROSELL. That is only your opinion, Mr. Baer.

Mr. BAER. That might be true, but this case is going on

into the fifth week involving a war plant and it requires officials of the company and employees to be here with hundreds of hours of lost time of manpower in this ridiculous proceeding.

I think it is about time that Mr. Rosell starts getting down to some of the issues in the case.

Trial Examiner Myers. What is the purpose of it, Mr. Rosell?

Mr. Rosell. I wish to show that the purpose of it is that the testimony shows that the policy of the company is to grant general increases whenever the steel industry does, that it goes to the issue since it involves the
2171 policy of increases, general wage increases, such as are involved here, and I am about to go further on and indicate that these increases were granted by the company, that it did not involve any negotiations of the type which is generally recognized in bargaining negotiations.

Trial Examiner Myers. Have you any obejction, Mr. Champion, to the paper going in evidence?

Mr. Champion. My objection would be that it is immaterial to the issues in this case and it does not tend to prove anything in the case.

Trial Examiner Myers. I will overrule the objection and receive the paper in evidence and I will ask the reporter to please mark it as Board's Exhibit No. 105.

(The document heretofore marked "Board's Exhibit No. 105," for identification, was received in evidence.)

2172 By Mr. Rosell:

Q. Mr. Hogue, after the company's labor relations policy was published in December of 1940—you saw that yesterday, did you not?

A. Yes, sir.

Q. Did you, prior to 1942, enter into any written contract?

A. Yes, in 1938 we had the first written contract.

Q. Now, listen to my question. Apparently you did not get my question. After the compnay published the labor relations policy in December of 1940, between that date and 1942, did you enter into any written contract with the company?

2173 A. Oh, no, no.

Q. Did you, during 1941, request the company to enter into a written contract?

BLEED THROUGH – POOR COPY

A. I do not know whether we did that year or not.

By Trial Examiner MYERS:

Q. What is your best recollection?

A. I presume we did, at least, sometime in the year. It was a subject that we kept continually at over several years time.

By Mr. ROSELL:

Q. You recall this is after the labor relations policy was issued that I am asking you about?

A. Yes, sir.

Q. And you continued then, I take it, asking for a written contract subsequent to the publication of that booklet, is that right?

A. We may have, sometime in the following year. I do not just remember. Before I made a definite statement I would have to take and go through the minute book and see whether we did or not. I really don't know, other than the book shows we kept at it over the years, practically almost without interruption, but whether right after that labor relations book was issued we asked in the near future, I don't know.

Q. Now, a written contract was entered into in February of 1943, is that right?

A. That is right.

2174 Q. And when were negotiations started for that written contract?

A. Well, I made a trip to Chicago and——

Mr. ROSELL. Well, just pardon me. Will you answer me as to when——

Mr. BAER. I submit that is an answer. Every time the witness wants to answer, Mr. Rosell interrupts him and will not allow him to answer.

Trial Examiner MYERS. He asked him when the negotiations started for that written contract.

Mr. BAER. He is going to answer it.

Trial Examiner MYERS. Well, suppose he said that he was going to go out to some place. Let us get down to the fact.

Mr. BAER. I submit that he was going to testify to that fact and give a complete answer. I do not know why he cannot answer without being interrupted all the time by Mr. Rosell.

Mr. Rosell. I am entitled to an answer to my question.

Trial Examiner Myers. Go ahead and answer the question.

The Witness. I went up there to try and find out about a contract. That is why I went up there.

By Trial Examiner Myers:

Q. In 1942?

A. Let me see.

Q. Or in 1943?

A. Yes, it must have been late in 1942. It was
2175 when the question of representation was up, I went up there on that question and I was advised about a contract at that time. Whether I went up there to have a question answered about—what was his name, that witness, Newberry—he was trying to take and organize men into the CIO. He was a company foreman at that time and our members were complaining about it and I was up there for that, and among the advice I got at that time, also on the question of representation, and about any procedure we got, that was one of the things they said, that we could compel the company to reduce the articles and conditions we had already in effect. That is in writing, and so with that advice we came back and that is when we began to work on a new contract entered in February.

Q. You were talking about the Labor Board? You went up there? You are talking about going to Chicago?

A. Up to——

Q. Wait a minute. Please answer my question.

A. Yes, sir.

Q. You are talking about going to the Labor Board office in Chicago; is that right?

A. Yes.

Q. Now, will you answer Mr. Rosell's question? His question is, when you opened negotiations with the company for the 1943 contract?

A. Well, it must have been late in 1942.

2204 Q. Now, Mr. Hogue, after—I will withdraw that. Mr. Hogue, at about the time the labor relations policy was published, were the contents or the material in that policy voted on by the general committee?

BLEED THROUGH – POOR COPY

2205 A. Yes.

Q. And did the general committee vote to accept the general labor relations policy?

A. I think they did.

Q. Do you know when?

A. Possibly it was a considerable time before they were printed, the booklet, practically in October, I presume it was earlier.

Q. In or about October of 1940?

A. I think so; I ain't sure.

Trial Examiner MYERS. Look at your minute book, please, Mr. Hogue.

Mr. ROSELL. I did not get that, Mr. Examiner.

Trial Examiner MYERS. I told him to look in his minute book for the minutes of October 29, 1940, meeting, where it was discussed.

Mr. ROSELL. All right. I will hand it to him, Mr. Examiner.

By Trial Examiner MYERS:

Q. Have you got a meeting there of October 29th or October 28th?

A. There is one October 7th and one October 21st—yes, it was on October 21, 1940.

Mr. ROSELL. May I have that, please?

(Document handed to counsel).

By Mr. ROSELL:

Q. Now, Mr. Hogue——

2206 By Trial Examiner MYERS:

Q. Well, it was not voted on to accept this labor relations policy at that meeting, was it?

A. It was voted to approve it as read.

Q. At that meeting the committee made a lot of suggestions and wanted the wage committee to take it up with the company.

A. Well, all I read then was the motion. It said that the motion was made by Orin Draper and seconded by another that the company labor relations policy be approved as read.

Trial Examiner MYERS. All right. Whatever it says there.

Mr. CHAMPION. Mr. Examiner, might I suggest that

the witness refer to the minute book on that? I think he can get it more accurately then.

Trial Examiner MYERS. He can have it.

Mr. ROSELL. He can have it.

The WITNESS. (Reading:) "Be approved as read and amended."

Trial Examiner MYERS. Go ahead, Mr. Rosell.

By Mr. ROSELL:

Q. Did the general memberships vote on the acceptance of that policy?

A. No, the committee voted on it.

Q. Now, did the general committee vote on the acceptance of the contract of February, 1943?

A. The general committee voted on that, as far as I know.

2207 Q. Did the general membership ever vote on the acceptance of that 1943 contract?

A. No.

Mr. ROSELL. Mr. Reporter, may I have Board's Exhibit No. 58, please?

(Document handed to counsel.)

By Mr. ROSELL:

Q. Mr. Hogue, when was the first meeting of the Alliance group held in April of 1938?

A. Where?

Q. When?

A. April, what year?

Q. '37—I am sorry, sir.

A. Where was the first meeting held?

Q. When, in April of 1937, was the first meeting held?

A. April 16.

Q. And at that meeting—I will withdraw that.

At what meeting were the committees—was the committee, rather, chosen to draw up the constitution and by-laws?

A. Then.

Q. At that same meeting?

A. That is right.

By Trial Examiner MYERS:

Q. That is the April 16, 1937, meeting?

A. Yes, sir.

BLEED THROUGH – POOR COPY

By Mr. Rosell:

2208 Q. Mr. Hogue, I show you Board's Exhibit No. 58, and I will ask you to examine that, please (handing document to witness.)

By Trial Examiner Myers:

Q. What is that, the first annual——

A. The first annual report.

Mr. Rosell. That is the first annual report of the president of the Alliance.

By Trial Examiner Myers:

Q. Of the Alliance?

A. That is right.

By Mr. Rosell:

Q. And that is the report you made at the yearly meeting that you have?

A. Yes.

Q. What do you call that meeting?

A. The annual meeting.

Q. Annual meeting?

A. Yes.

By Trial Examiner Myers:

Q. How many members were at that annual meeting?

Mr. Champion. Could a date be fixed for that, Mr. Examiner? I mean, of the report?

Trial Examiner Myers. I beg your pardon, Mr. Champion?

Mr. Champion. Could the date be fixed for the report?

Trial Examiner Myers. It is April 20, 1938.

Mr. Rosell. The book bears April 20, 1938; is that correct?

2209 A. I don't know how many was there. There was hardly ever anyone there for the purpose of the report. They did not come, not many of them.

By Trial Examiner Myers:

Q. Well, how many would you say?

A. It was very poorly attended; I don't know.

Q. How many would you estimate?

A. I don't remember; the first, probably ten or fifteen, something like that. I don't think there was any more.

By Mr. ROSELL:

Q. Mr. Hogue, I will ask you to read the last paragraph on the third page of Board's Exhibit No. 58.

Trial Examiner MYERS. What good is that? Do you want him to read it in the record? Mark the paragraph as 2, 3, 4, 5, so when the record is put into court, the court will know to what paragraph you refer.

Mr. ROSELL. It is the eighth paragraph on the third page, beginning with the words, "This year has been a busy year."

Trial Examiner MYERS. Now, Mr. Rosell, maybe I do not make myself plain to you.

We will take this exhibit, for example: This might be page 1005 in the printed record that goes to the court——

Mr. ROSELL. I see. You want me to number the consecutive paragraphs.

Trial Examiner MYERS. Yes; this is paragraph No. 1, and so forth.

2210 Mr. ROSELL. All right.

By Mr. ROSELL:

Q. I will ask you to read the eighteenth paragraph of that document to yourself, please. (Handing document to the witness.)

A. Yes, sir.

By Trial Examiner MYERS:

Q. Have you read it?

A. Yes, I have.

By Mr. ROSELL:

Q. Mr. Hogue, what did the committee do, during March and April, 1940?

A. Well, evidently I had not kept and consulted the record at the time there. I had thought it was in March that the Alliance was formed at that time, but I later found out it was April.

Mr. ROSELL. I will ask that that be stricken. I asked a question, Mr. Examiner, and it has been unanswered.

Trial Examiner MYERS. The motion is denied.

By Mr. ROSELL:

Q. Would you please answer my question?

Mr. CHAMPION. What question is pending?

BLEED THROUGH – POOR COPY

Trial Examiner MYERS. Ask him another question, and what committee are you referring to?

Mr. ROSELL. All right.

By Mr. ROSELL:

Q. Now, what did the rules committee do during March and April of 1937?

A. In April they prepared a constitution and by-laws. That is what I refer to there.

2211 Q. You say they did it in March, too, didn't you, here? (Indicating).

A. That is what I said here, but later I found that that was not right, by documentary proof.

By Trial Examiner MYERS:

Q. You say the Alliance was started in April?

A. Yes, sir.

Q. On what day?

A. On the 16th. That is the only reference we have is in the book, on a Friday morning before April 21st.

Q. And that was April 16, 1937?

A. Yes, sir.

2217 Mr. ROSELL. I will ask the reporter to mark these documents as Board's Exhibits 114 and 115, respectively, for identification.

(Thereupon the documents above referred to were marked "Board's Exhibits Nos. 114 and 115," respectively, for identification.)

Trial Examiner MYERS. Are you showing copies to counsel?

Mr. ROSELL. Yes, I am giving copies to counsel. I want to show them to the witness, also. (Handing documents to witness).

By Mr. ROSELL:

Q. Mr. Hogue, will you examine Board's Exhibits No. 114 and No. 115 for identification, please?

Trial Examiner MYERS. Well, while counsel is reading the documents, we will take a short recess.

(Whereupon a brief recess was had after which the proceedings were resumed as follows:)

Trial Examiner MYERS. Are you ready to proceed, gentlemen?

Mr. Baer. Yes.

2218 Trial Examiner Myers. Are you ready, Mr. Champion?

Mr. Champion. Yes.

Trial Examiner Myers. Mr. Rosell?

Mr. Rosell. Yes, Mr. Examiner.

Trial Examiner Myers. Will you take the stand please, Mr. Hogue?

Mr. Baer. Mr. Examiner, you made a request of the respondent to give you certain information with reference to the mailing of annual reports.

Trial Examiner Myers. Yes, sir.

Mr. Baer. I now have that information.

Trial Examiner Myers. Well, perhaps the parties will stipulate to it.

Mr. Baer. I will state to you what was done: The fiftieth annual report of 1939 was mailed to all employees——

Trial Examiner Myers. As well as stockholders?

Mr. Baer. As well as stockholders, and also other parties, stock exchanges, and the S.E.C., and so forth; the fifty-first annual report in 1940 was mailed to all employees; the fifty-second annual report for 1941 was not mailed to all employees, but a large number of copies were made available at the steel mill gate and at the wire mill gate for employees to pick up if they wanted them, and a notice was posted to that effect in the plant so every employee that wanted a copy could have it. The

2219 previous year's experience was such that the company discovered that many employees were not interested in it and in addition in 1941 the fifty-second annual report was mailed to any employee who requested one to be mailed to him, or who requested one to be mailed on behalf of another employee. In other words, anybody that wanted them could have them by simply making a request or picking them up at the gate. They could ask for one to be mailed to another employee or themselves, and the same was done with reference to the fifty-third annual report in 1942. The experience of the 1941 and 1942 years of leaving copies at the gates was such that so few employees picked them up, that that practice was discontinued with reference to the fifty-fourth annual report in 1943, but that year notice was given so

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that any employee who wanted one mailed to himself or to any other employee could make the request and the same was done.

Trial Examiner MYERS. Do you so stipulate to that?

Mr. BAER. And in addition to that, the shortage of paper had entered into that picture.——

Trial Examiner MYERS. We are not interested in that, Mr. Baer.

Mr. ROSELL. I have no knowledge of the facts, but I will so stipulate.

Trial Examiner MYERS. Mr. Champion?

Mr. CHAMPION. I so stipulate.

Trial Examiner MYERS. And Mr. Baer?

2220 Mr. BAER. Yes, we stipulate.

Trial Examiner MYERS. Now, have you had a chance to read those proposed exhibits, that is, the papers that were marked for identification as Board's Exhibits Nos. 114 and 115?

Mr. CHAMPION. Yes, sir, I have.

Trial Examiner MYERS. You may proceed, Mr. Rosell.

Mr. ROSELL. I offer those documents in evidence, Mr. Examiner.

Trial Examiner MYERS. Are there any objections, gentlemen?

Mr. CHAMPION. I have an objection.

Trial Examiner MYERS. You say you have an objection?

Mr. CHAMPION. Yes, sir.

Mr. Examiner, I feel that there is a lot of superfluous matter in these two exhibits, and rather personal, indicating perhaps the fight between the Alliance and the C.I.O. It is my belief that the record would be shortened if counsel for the Board would indicate what portions of these exhibits he thinks is material to this record.

As to those portions which have to do with reference to the C.I.O., I do not believe they are material, and if that starts to get into the record I would say to the Examiner in all good faith that we could bring in many communications which are published and distributed by the C.I.O. which would contain probably just as many complimentary things said about the Alliance as

2221 were said about the C.I.O. in these two exhibits, and I am just seeing if we can confine to what I believe would be evidence in this case.

Mr. Rosell. I think Mr. Champion's suggestion is well made. I do not offer the documents for the truths or untruths of any of the claims pertaining to the campaign in there. I will see if I can at this time point out paragraphs in these two documents and confine the record to that.

Mr. Baer. On behalf of the respondent, we object to the whole of each of the Board's exhibits marked for purposes of identification as 114 and 115, on the ground there has been no foundation laid.

Trial Examiner Myers. You had better lay a foundation.

Mr. Baer. They are highly immaterial and do not in any way prove or tend to prove any issue in this case and they are filled with slanderous matter, you might say.

Trial Examiner Myers. Scurrilous?

Mr. Baer. Yes, I will accept that word, and our only point in that connection is that the company in no way had anything to do with this, knew nothing about it, and if they are going to start putting in this type of material into the record, then we should have it all in on both sides, because it would be quite a contest on to see which one was the most slanderous in their statements, the C.I.O. or the Alliance.

Trial Examiner Myers. If you just give Mr. Rosell an opportunity, he said that he is going to point
2222 out what paragraphs he intends to offer, what paragraphs he is relying on in these documents.

By Mr. Rosell:

Q. Mr. Hogue, I show you Board's Exhibits Nos. 114 and 115 for identification and I ask you what those represent——

Trial Examiner Myers. Well, take one at a time.

By Mr. Rosell:

Q. Board's Exhibit No. 114 for identification, what is that, if you know?

A. That was a report to the membership that we were making some progress on a working agreement.

Q. Well, is that one of the leaflets issued by your organization, Mr. Hogue?

A. That is right.

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Q. On or about the date it bears?
A. I presume so.

By Trial Examiner MYERS:

Q. Is that your best recollection?
A. Yes, sir.

By Mr. ROSELL:

Q. And is that likewise true of Board's Exhibit No. 115 for identification, being one of your leaflets issued on the date it bears?

A. Yes.

Mr. CHAMPION. Mr. Examiner, I again with some timidity break in——

Trial Examiner MYERS. Wait a moment, Mr. Champion, he has not finished.

2223 Mr. ROSELL. Mr. Examiner, at this point the Board offers, out of Board's Exhibit No. 114 for identification, the first, second and third paragraphs of that instrument, and of Board's Exhibit No. 115 for identification, the Board offers all of it, but the last two paragraphs on the second page of Board's Exhibit No. 115 for identification.

Trial Examiner MYERS: You mean the last two paragraphs of the last page?

Mr. ROSELL. On the second page of Board's Exhibit No. 115.

Trial Examiner MYERS. Well, that is the last page, is it not?

Mr. ROSELL. That is correct, sir.

Trial Examiner MYERS. Do you have any objection, gentlemen?

Mr. BAER. The same objection.

Trial Examiner MYERS. Do you have any objection, Mr. Champion?

Mr. CHAMPION. We have no objection.

Trial Examiner MYERS. I will overrule the objection of Mr. Baer and receive the papers in evidence, and I will ask the reporter to please mark the papers as Board's Exhibits Nos. 114 and 115, respectively.

(The documents heretofore marked "Board's Exhibits 114 and 115" for identification were received in evidence.)

2224 Mr. BARR. Might I inquire what has now been admitted into evidence?

Trial Examiner MYERS. Just those portions which were offered by Mr. Rosell.

Mr. BARR. What portion of 115 has been admitted?

Trial Examiner MYERS. 115, everything except the last two paragraphs; 114 is only offered and it has only been received as to the first three paragraphs. Naturally, it includes the heading, the place and date and the words, "Fellow members," on Board's Exhibit No. 114.

Mr. Champion?

Mr. CHAMPION. I wish to state that I think again to try to correct the situation as far as the record is concerned, does the question contemplate that there was a pamphlet printed and distributed generally among the employees, or was a letter written and mailed to each individual member of the Alliance?

Trial Examiner MYERS. Well, how was it, Mr. Hogue?

The WITNESS. It was mailed to each individual member.

Trial Examiner MYERS. Only to the members, is that right?

The WITNESS. That is right.

Trial Examiner MYERS. And nobody else got it?

The WITNESS. No.

Trial Examiner MYERS. All right. Does that clear it up, Mr. Champion?

Mr. CHAMPION. Yes, sir, exactly.

2225 Q. Now, when the Alliance was formed, you had an office, did you not, when it was first formed, the Alliance?

A. Yes.

Q. Now, that office was the same office previously
2226 used by the K.E.A., is that correct?

A. Yes.

2238 By Mr. BARR:

Q. At that time, that is, immediately after the dissolution of the K.E.A. was there any competing union that was competing with the Alliance or any other union soliciting employees for membership?

A. Not as far as I ever heard.

Q. And the same was true for a considerable period

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prior to that time, and also for a considerable period
2239 afterwards, isn't that true?

Mr. Rosell. Objection, Mr. Examiner.

Trial Examiner Myers. The objection is overruled.

The Witness. Until the early summer of 1942.

By Mr. Baer:

Q. Mr. Hogue, during the past two years, have you noticed employees on the premises of the Keystone Steel & Wire Company wearing C.I.O. buttons?

A. Yes.

Mr. Rosell. Mr. Examiner, I will stipulate that they have. We have gone over this time and again.

By Mr. Baer:

Q. Has the C.I.O. been active soliciting employees for membership during the past two years at the Keystone Steel & Wire Company?

A. For most of that time.

Q. And it has been generally discussed throughout
2240 the plant that the C.I.O. has been soliciting members, isn't that true?

A. Yes, that is true.

Q. And the C.I.O. has put out a great deal of literature advising the men with reference to their rights in every way, haven't they?

Mr. Rosell. Mr. Examiner, I object——

Trial Examiner Myers. Isn't that a fact?

Mr. Rosell. Yes.

Trial Examiner Myers. Then what is the use of objecting to it?

Mr. Rosell. All right.

The Witness. Yes.

By Mr. Baer:

Q. Has there ever, if you know, been any discrimination by the company against any employee who was a member of the C.I.O. or not a member of the Alliance?

A. I have never heard of it.

Q. Now, Mr. Hogue, you stated in your testimony that the various benefits that the Alliance has been able to obtain for the employees through the bargaining efforts

of the Alliance, and I will ask you if in every case these benefits that you have obtained through bargaining with the management, you on behalf of the Alliance, that the Alliance has obtained with the management, have been for the benefit of all employees, irrespective of union membership?

Mr. Rosell. Mr. Examiner, certainly that question is as broad as it can possibly be and I will object to it.

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Trial Examiner Myers. He said, "If you got any benefits didn't everybody share in it, if you got any benefits."

Mr. Rosell. All right, I will withdraw my objection.

The Witness. Yes, sir.

By Mr. Baer:

Q. And all bargaining matters which affected bonus plans to employees, you never bargained exclusively simply for the members of the Alliance, but you did it for all employees, did you not?

A. That is right——

By Mr. Baer:

Q. Mr. Hogue, with reference to the testimony that you gave of the conversation with Mr. Martin Schneid, Field Examiner of the National Labor Relations Board, you said that Mr. Schneid said or initimated that he had talked to the management of the Alliance, to the management and the Alliance, rather, and to members of the Alliance. Did he also say that he had talked to members of the C.I.O.?

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Mr. Rosell. Mr. Examiner, I do not know when, and I would like to know at what point.

Trial Examiner Myers: Well, he only had conversations on three or four or five occasions within a ten day period prior to May, and then he said—fix the date.

By Mr. Baer:

Q. In the spring of 1943, when you have stated heretofore you talked to Mr. Schneid in Mr. Champion's office, did Mr. Schneid state that in addition to talking to members of the Alliance and to representatives of management, did he also tell you that he had talked to members of the C.I.O.?

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A. Yes.

Q. What else besides what you have heretofore testified to, did Mr. Schneid tell you about the Alliance——

Mr. Rosell. I will object to that, Mr. Examiner.

By Mr. Baer:

Q. (Continuing)—If anything?

Trial Examiner Myers. The objection is overruled.

The Witness. At the early meeting at the time——

By Mr. Baer:

Q. Not at the meeting you said you had in Mr. Champion's office?

A. Well, he said up there that he could not find any case, that is, of company domination, and let's see, or in his report, I think he mentioned to us, he found no instances of company domination, but there was, he said, in his mind, or he was going to investigate some question of successorship or something like that.

2243 Q. Did he say anything about the Alliance being the best independent setup he ever saw?

A. He said that we had a nice setup.

Mr. Rosell. I object, Mr. Examiner.

Mr. Baer. That is what he told me. I don't know if he told him or not.

Mr. Rosell. Then you testify to it, Mr. Baer.

Trial Examiner Myers. The objection is overruled.

Mr. Baer. Put me on the stand and I will, Mr. Rosell.

By Mr. Baer:

Q. Did Mr. Schneid tell you he found from his investigation that the Alliance was a militant organization?

A. I don't know whether he used those particular words or not, but that was the indication I got.

Q. He said that in substance, did he?

A. Yes.

2244 Q. This morning, when Mr. Rosell was questioning you, Mr. Hogue, it was brought out that certain names on the wage committee, appearing on the minutes of the meeting of the Alliance on April 28, 1937, with the management, at that meeting that they were different from the name appearing in the minutes of the Alliance on April 27. Do you recall that?

A. Yes.

Q. What accounts for that difference, if you know?

A. Well, the only thing I can see is, and that has happened many times since, and that is that the regular members were unavailable and these others were substituted. We follow that practice all the time.

Q. In other words, the men that appear appointed on the 27th, some of them did not appear, all but one did not appear, is that right, so that the men that did appear on the 28th were appointed to take their place, is that right?

A. That must have been the case. That is our policy of doing that. I think it is in the bylaws that we do that.

2245 By Mr. Barr:

Q. Mr. Hogue, is it not a fact that at various
2246 times in the past five or six years, the management has granted wage increases to employees of various departments as a result of negotiations with the Alliance?

A. Yes, that is true.

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